

Regular Meeting

Notice is hereby given that on Tuesday, October 24, 2023, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth ISD [District Service Center 7060 Camp Bowie Boulevard](#), Fort Worth, Texas. This meeting will be streamed and archived on Fort Worth ISD's Live YouTube channel, and on the FWISD [Video on Demand](#) site found on the bottom of the District's homepage. To access closed captioning during YouTube's live stream of the meeting, touch the screen or move the cursor over the video while it is playing. Click the "CC" button. Live captioning is presently only available in English. Multiple-language captioning is available on the Fort Worth ISD LIVE YouTube archive. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this meeting notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1956 by 4:00 PM the day of the meeting and may sign-up at the location until 5:20 PM. Individuals desiring to make a public comment by written statement may email amanda.coleman@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.

Those who need a sign language interpreter, email amanda.coleman@fwisd.org by 12 PM Monday, November 6, 2023.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (*OTHER*)
2. PLEDGES (*OTHER*)

Trustee Anne Darr: Has FWISD considered having students lead the meeting attendees in the Pledge of Allegiance? This was a practice prior to COVID.

Response: We will ask a member of the ROTC to lead the meeting attendees in the Pledge of Allegiance.

3. RECOGNITION (*OTHER*)

3.A. Recognition of Student Greeters

4. REPORT/PRESENTATION (*OTHER*)

4.A. Texas English Language Proficiency Assessment System Outcomes
Presenters: Dr. Gracie Guerrero, Associate Superintendent and Marie Mendoza, Executive Director of Bilingual

5. BOARD COMMITTEE REPORT (*OTHER*)

6. SUPERINTENDENT REPORT (*OTHER*)

7. CALL PUBLIC HEARING TO ORDER (*S and T*)

7.A. Public Hearing to Discuss the District's 2023 Financial Accountability Rating
(School First)

7.B. Public Comment to Discuss the District's 2023 Financial Accountability Rating
(School First)

8. CLOSE PUBLIC HEARING (*S and T*)

9. PUBLIC COMMENT (*S and T*)

10. EXECUTIVE SESSION (*S and T*)

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

10.A. Seek the Advice of Attorneys (Texas Government Code §551.071)

10.B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

10.B.1. Chief Talent Officer

10.B.2. Chief Technology Officer

10.C. Security Implementation (Texas Government Code §551.076)

10.C.1. Intruder Audit Findings and Corrective Action

10.D. Real Property (Texas Government Code §551.072)

11. CONSENT AGENDA ITEMS (S and P)

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

11.A. Board of Education Meeting Minutes

11.A.1. Workshop Minutes - September 12, 2023

11.A.2. Special Minutes - September 19, 2023

11.A.3. Regular Minutes - September 26, 2023

11.B. Governance and Strategic Communications, Toni Cordova, Chief

11.B.1. Approve Second Reading - Revisions to Board Policies CCGB(LOCAL), CFB(LOCAL), CKE(LOCAL), KCEC(LOCAL), CLB(LOCAL), CRF(LOCAL), CVA(LOCAL), and CVB(LOCAL)

11.B.2. Approve Ratification of 2023 - 2024 Council of the Great City Schools Membership Fees

Trustee Anne Darr: Why wasn't this expense brought to the board prior to July 1, 2023? Is there a way to move this membership due date to later in the year since July 1 is the first date of the new fiscal year?

Response: FWISD received the invoice from the Council of Great City Schools, or CGCS, on September 8, 2023. We will work with the CGCS regarding the due date for next year.

11.C. Administrative Services, Karen Molinar, Deputy Superintendent

11.C.1. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*

11.C.1.a. Approve Budget Amendment for the Period Ending September 30, 2023

11.C.1.b. Approve Ratification for the Continuation of the District's Employee Assistance Program

Trustee Roxanne Martinez: What are the EAP utilization rates for previous years of this contract?

Response:

EAP Engagement Reporting Chart

Year		EAP Engagement
FY23	9/1/22 - 8/31/23	2.81%

FY22	9/1/21 - 8/31/22	2.92%
FY21	9/1/20 - 8/31/21	3.24%
FY20	9/1/19 - 8/31/20	2%
FY19	9/1/18 - 8/31/19	2.22%

The National Average is 2-4%.

11.C.1.c. Approve ERP Project Management Consultant Services

11.C.2. *Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*

11.C.2.a. Approve Purchase of Charging Carts for Students at the Leadership Academies at Forest Oak Middle School and Forest Oak 6th Grade

11.C.2.b. Approve 2023 - 2024 District Improvement Plan

11.C.2.c. Approve Purchase of Consulting Services to Support the System of Great Schools Initiatives

11.C.2.d. Approve Memorandum of Understanding Between the JPS School-Based Pediatric and Adolescent Behavioral Health Services and Fort Worth ISD for Behavioral Health Services

11.C.2.e. Approve Memorandum of Understanding Between University of North Texas Health Science Center and Fort Worth ISD for Health-Related Services and Projects

11.C.2.f. Approve Renewal of a Unified Enrollment System

Trustee Anne Darr: How pleased has FWISD administration been with the use of this registration platform for the 2023-2024 school year? Has it met the needs of both parents and staff?

Response: The initiative did meet the needs of the majority of our families and campuses. However, the 1st year implementation did have its share of opportunities for improvement. The biggest opportunities for improvement were the Pre-K application process and the transfer of data back into our Student Information System (SIS). After investigating, the issues were both with the product and some with our internal processes.

The FWISD team gathered concerns from parents and campuses during the implementation. We also revisited those concerns as a part of our after-action review. We then met with the vendor to review our first-year implementation. The vendor did provide solutions to the concerns related to the product itself. We believe that we also have solutions to the issues that were caused by internal issues. After further review, the decision was made to continue with the current product for this school year. This is an ESSER-funded initiative and

will be reviewed again this year as a part of our AROI process.

Trustee Dr. Michael Ryan: What does this resource actually do? The description says that it manages multiple systems for various school operations. Do we need to improve our technology department so using available databases, we can utilize our own staff and thereby save funds?

Response: This is the system that manages the application and registration for our families. In the past, we had different processes to manage the Gold Seal application, transfer system, Pre-K application, bilingual program application, and general registration. The goal was to establish one location where families could access these processes. This is an ESSER-funded program and will be reviewed again this year. As a part of that review, we are also exploring the option of managing this process internally in the future.

11.C.3. *Talent Management, Woodrow Bailey III, Interim Chief Talent Officer, Talent Management*

11.C.3.a. Approve Application for the Waiver of the 2023-2024 Request for Maximum Class Size Exception

Trustee Roxanne Martinez: Please provide a complete list of classrooms by campus with the grade and number of students per classroom. How has the district addressed staffing among campuses that have been on the class waiver list for multiple years?

Response: A full list of classrooms by campus, grade and number of students over ratio will be provided in the Friday Communique. The report will provide comparison data from mid-September and the beginning of October. The Administration began the process of leveling classes across the district in September. If classrooms are out of compliance and enrollment continues to increase an additional FTE has been allocated to that campus. A campus administrator; however, may choose to continue with the class size over the ratio due to lack of available certified and quality candidates to fill the position. Fort Worth ISD created a structure to compensate teachers with additional students when their classes remain over capacity.

11.C.3.b. Approve Human Resources Service Agreement for Pay Systems Review

Trustee Roxanne Martinez: When was the last pay systems review completed? How often is this review done? Why doesn't this review include pay for extracurricular duty assignments?

Response: Information gathered from previous administration indicates this is the third year the district has contracted TASB to perform a pay systems review. A complete restructuring of the compensation plan was recommended and provided the first year of engagement.

Last year, TASB provided support and guidance to department leadership as they addressed the organizational restructure and the addition of so many positions funded by ESSER. This year, the major focus of the survey is to bring alignment to some positions within the district as they compare to the market and to address compression. As an experienced human resources administrator and compensation manager, I am used to contracting TASB for their services once every three to five years. With capable staff, functional data systems, and adherence to compensation procedures in the district, we can maintain the plan, provide projections, and execute the approved structure without assistance for the next few years.

Trustee Dr. Michael Ryan: I second the questions from Trustee Martinez. In addition, TASB has the data on-hand so the price for their services is out of line. Can we negotiate a better cost?

Response: In general, the cost of the TASB Survey is based on the number of employees. I definitely understand the concern on cost and that is why I would not recommend committing to this expense year over year. I would recommend a three-to-five-year update depending on the changes in the market and other factors that may impact salaries. The district would benefit from their support this year to ensure we have a solid plan moving forward.

11.C.3.c. Approve Appraisers for the T-TESS Appraisal System Certified Since September 27, 2023

11.C.3.d. Approve Teacher Incentive Allotment (TIA) New and Higher Designations Processing Fee

11.C.4. *Accountability and Data Quality, Sara Arispe, Associate Superintendent*

11.C.4.a. Approve Addition of Rolling Hills Elementary School to the Eduphoria Premium Suite Purchase

11.D. Learning and Leading Service Networks

11.D.1. *Service Network #1, Melissa Kelly, Associate Superintendent*

11.D.1.a. Approve Ratification Purchase for the Renewal of Online Reference Databases and Streaming Media

Trustee Anne Darr: Thank you for including the specific usage data for the previous twelve-month period. That information is helpful.

11.D.1.b. Approve Addendum and Purchase of Literacy Professional Learning Services for Schools and Community Success Partners

11.D.2. *Service Network #2, Charles Garcia, Associate Superintendent*

11.D.2.a. Approve 2023 - 2024 Campus Improvement Plans

11.D.2.b. Approve Proposed Course Changes for the 2024-2025 School Year

Trustee Anne Darr: It is unclear that the courses listed on the agenda item are all course additions, not deletions.

Response: We have edited the title of the attachment. There are both deletions and additions.

11.D.2.c. Ratify Approve Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academies

11.D.2.d. Approve Purchase of a Career and Technical Education Data Collection and Analysis Program

11.D.3. *Service Network #4, Dr. Tamekia Brown, Associate Superintendent*

11.D.3.a. Approve No-Cost Extension of Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and Fort Worth Independent School District

Trustee Anne Darr: If FWISD does not receive the grant from the U.S. Office of Grant Management, will this program or another human trafficking program still be available to FWISD students?

Response: TEC § 28.017 is an unfunded state-mandate. The Human Trafficking Youth Prevention Education (HTYPE) program was approved by the BOE in 2020 upon receipt of grant funds. In addition, Health and Physical Education provides the HTYPE-funded PROTECT® curriculum to students in grades 6 and 9 in order to satisfy the requirements of the Health TEKS. However, we currently do have PROTECT® which is the only curriculum approved by the Office on Trafficking in Persons, TEA, and the FWISD BOE. So, although we cannot utilize the US Office of Grant Management moving forward our PROTECT curriculum will continue to support the work.

Trustee Roxanne Martinez: Provide data from previous years. How many teachers have been trained? How many students have been served through the program?

Response: All district employees have been provided the abbreviated human trafficking training via the SafeSchools annual training. Approximately 1,843 educators have received FLEX and SBEC credit for taking the supplemental course, PROTECT® HT 101-103 in the Canvas platform. To date, we have educated over 10,000 students in grades 4-12 with the PROTECT® curriculum with parental consent. Parental consent for PROTECT has risen 300% since last year, with over 31,000 students being opted-in. In addition, we have screened 17 students and have served 4 students who have been trafficked and connected to services through FWISD staff trained on the curriculum and the Commercial Exploitation Identification Tool (CSE-IT)

11.D.3.b. Approve Consulting Agreement Between Big Rock Educational Services, LLS (BRES) and Fort Worth Independent School District

11.E. Operations

11.E.1. *Technology, Steven Wentz, Interim Chief Information Officer*

11.E.1.a. Approve Purchase of Student Device Repair Services

11.E.1.b. Approve Purchase of Career and Technical Education Student VDI Managed Services Renewal

11.E.2. *Operations, Carl Alfred, Senior Officer Operations*

11.E.2.a. Approve Erosion Control Project at Westcliff Elementary

11.E.3. *Athletics, Kellie Spencer, Deputy Superintendent*

11.E.3.a. Approve Ratification and Future Purchase of Athletic Uniforms and Supplies

11.E.4. *Capital Improvement Program, Kellie Spencer, Operations*

11.E.4.a. Approve Closeout Contract with Hester Environmental, LP dba TEAM Enterprise, and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

11.E.4.b. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Applied Learning Academy Renovations in Conjunction with the 2021 Capital Improvement Program

11.E.4.c. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Rosemont Middle School Renovations (RFQ #24-007) in Conjunction with the 2021 Capital Improvement Program

12. **ACTION ITEMS (*S and P*)**

12.A. Item/Items Removed from Consent Agenda

12.B. Personnel

12.B.1. Chief Talent Officer

12.B.2. Chief Technology Officer

12.C. Administrative Services, Karen Molinar, Deputy Superintendent

12.C.1. *Legal and District Records Management, Lynda Jackson, Senior Counsel*

12.C.1.a. Consider and Take Action to Terminate the Chapter 21 Term Contract of Elizabeth Nipper

12.D. Learning and Leading Service Network

12.D.1. *Service Network #2, Charles Garcia, Associate Superintendent*

12.D.1.a. Approve Purchase of Musical Instruments for the Secondary Instrumental Music Programs

12.E. Operations

12.E.1. *Operations, Carl Alfred, Senior Officer Operations*

12.E.1.a. Approve Additional Elevator and Wheelchair Lift Parts and Contracted Services

12.E.1.b. Approve Additional Purchase of Heating, Ventilation, and Air Conditioning Equipment and Services

12.E.2. Capital Improvement Program, Kellie Spencer, Operations

12.E.2.a. Approve Budget Amendment for Polytechnic High School Betterment Project in Conjunction with the 2017 Capital Improvement Program

12.F. Consider the Level III Grievance of Adrian Davis (Convene in Closed Session)

12.F.1. Presentation by Complainants and/or Representative(s)

12.F.2. Presentation by District Representative

12.F.3. Questions from Board Members

12.F.4. Board Deliberation

12.F.5. Render Decision, if any, on the Complaint Hearing (In Open Session)

13. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (*OTHER*)

14. ADJOURN (*OTHER*)

REPORT ONLY AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **BOARD COMMITTEE REPORT**

BACKGROUND:

Fort Worth ISD's (FWISD) Trustees serve on nine (9) committees. The members of each committee are:

Finance

Quinton Phillips*
Tobi Jackson
Anael Luebanos
Dr. Michael Ryan

Facilities

Dr. Camille Rodriguez*
Tobi Jackson
Kevin Lynch
Dr. Michael Ryan

Legislative

Camille Rodriguez

Racial Equity

Quinton Phillips*
Wallace Bridges
Roxanne Martinez

After-School Coordinating Board

Roxanne Martinez*
Quinton Phillips
Wallace Bridges

Safety and Security

Dr. Camille Rodriguez*
Tobi Jackson
Roxanne Martinez
Dr. Michael Ryan

Board Audit

Anne Darr*
Anael Luebanos
Kevin Lynch

Educational Services

Anne Darr*
Wallace Bridges
Anael Luebanos
Roxanne Martinez

Policy

Wallace Bridges*
Quinton Phillips
Anne Darr

** Denotes Committee Chair*

The superintendent and key personnel with specific expertise in each area provide logistical and technical assistance to the respective Board committees.

This report serves the purpose of providing additional transparency on Board committees. The legislative, and safety and security committees recently met.

STRATEGIC GOALS:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered

Board Audit Committee:

The Audit Committee convened on Monday, September 18, 2023, virtually via the Microsoft TEAMS platform. In attendance were Trustee Darr, Trustee Luebanos, and Trustee Lynch. Also present were Superintendent Dr. Angelica Ramsey and External Advisory Member Patrice Randle.

The meeting began with Chief Internal Auditor Loretta Salvatore reviewing the minutes of the prior meeting, which were from the May 23, 2023, Audit Committee meeting. The Trustees present approved these minutes. Weaver presented an external assessment on Information Technology Cybersecurity follow-up.

Reports on completed Internal Audit Projects, CIP Audit Activity, and an updated report on Maintenance and Overtime were presented. Additionally, the committee received an updated report on Internal Audit follow-up activities, as well as progress updates on the 2022-2023 and 2023-2024 audit plans. A summary of recent fraud hotline incidents was also discussed.

The committee's next scheduled meeting is in November 2023.

Safety & Security Committee:

The District Safety & Security Committee of the Fort Worth Independent School District held a meeting on September 21, 2023, at 4 p.m. via Zoom.

In attendance were:

- Dr. Camille Rodriguez
- Daniel Garcia
- Cid Meadows
- Dr. Angelica Ramsey
- Karen Molinar
- Vanessa Galvan
- Dr. Michael Ryan
- Tobi Jackson
- Roxanne Martinez
- Cmdr. Jason Kim, FWPD
- Robert Medford, FWFD OEM
- Ed McGinley
- Carlos Gomez, FWFD OEM
- Dep. Chief P. Criado, FWPD

Dr. Camille Rodriguez called the meeting to order at 4:00 p.m. The minutes from the June 7, 2023, District Safety & Security Committee were reviewed and approved.

Discussion Items:

- Daniel introduced Commander Jason Kim of the FWPD, who explained the new SOF Detail initiative to enhance police presence around schools.
- Tobi and Roxanne praised the unit for their work, with Roxanne seeking more details about officer assignments.

- Danny commended Cmdr. Kim and Deputy Chief Criado for their efforts in school safety.

The meeting adjourned at 4:22 p.m.

Facilities Committee:

The Facilities Committee met on Tuesday, October 3, 2023. Trustees President Rodriguez, Trustee Lynch, and Dr. Ryan attended in person, while Trustee Jackson joined via Zoom. Key Fort Worth ISD staff, including Superintendent Dr. Angelica M. Ramsey, Kellie Spencer, Karen Molinar, and Mike Naughton, were present. Representatives from Precedeo and HPM also attended.

Key Highlights:

- Trustees received updates on the close-out projects of the 2017 Bond and discussed Rolling Hills Elementary School, water concerns, and restructuring debt.
- Staff shared guidelines related to the Master Facilities Plan, including pyramid planning, capital improvement planning, and strategic real estate initiatives.
- HPM representatives provided an overview of the Master Facilities Plan and its schedule, answering questions from the Trustees.

Legislative Committee:

The Legislative Committee met on Wednesday, October 4, 2023. President Rodriguez, Superintendent Ramsey, and Toni Cordova were in attendance.

Key Highlights: Discussion was held regarding the upcoming special session Governor Abbott called of the 88th Texas Legislature starting on October 9 at 1:00 p.m. to discuss private school subsidies, also known as vouchers or education savings accounts, and potential school funding increases.

Educational Services Committee:

The Educational Services Committee convened on Wednesday, October 4, 2023, in person at the district service center. Trustees Darr and Martinez, along with key Fort Worth ISD staff and department heads, were present.

Key Highlights: Trustees received an update on the activities of the Learning and Leading division. The agenda centered on answering four questions: What is happening right now? What are we doing about it? What are the next steps (what work continues in Literacy and Math) and What was recently approved and what can the Board expect for future approval and why?

Finance Committee:

The Finance Committee met on Monday, October 9, 2023, via a virtual Zoom meeting. Trustees Phillips, Luebanos, Dr. Ryan, and Jackson, along with Superintendent Angelica Ramsey and several Division of Business and Finance Staff, attended the meeting.

Key Highlights:

- **Financial Integrity Ratings:** CFO Arrieta-Candelaria presented the committee with the 2023-2024 Board Finance Committee Meeting schedule and the 2024-2025 Budget Development Calendar. The upcoming presentation of the 2023 “FIRST” ratings, a financial accountability system, revealed FWISD's outstanding score of 98/100, indicating a superior rating for 2023.
- **State Compensatory Education Evaluation:** The committee reviewed the State Compensatory Education (SCE) 2021-22 Evaluation Report. FWISD’s programs aimed at reducing disparities in academic achievement and dropout rates among disadvantaged students were discussed. Trustee Phillips inquired about the 15 criteria indicators, emphasizing transparency with stakeholders.
- **Workman’s Compensation Analysis:** The results of the 2023 Workman’s Compensation Actuarial Analysis were presented. The District's self-insured worker’s compensation fund showed positive developments, with reduced net loss and ALAE reserve estimates. CFO Arrieta-Candelaria explained the fund's stability despite minor inflation-related adjustments.
- **Debt Transactions and Budget Amendment:** Updates on ongoing debt transactions were provided, including a \$30 million cash defeasance. A new money issuance of up to \$300 million was discussed, aligning with the approved tax rate. The committee also reviewed the October Budget Amendment, ensuring the general fund’s expenditure levels remained consistent.
- **Enterprise Resource Planning (ERP) Contract:** The upcoming ERP contract, focusing on needs assessment, software selection, training, and implementation, was highlighted. Trustee Luebanos inquired about the contract’s cost, and Trustee Ryan emphasized the importance of hardware-software alignment.
- **External Audit Report:** The committee was informed about the November board meeting’s agenda item: the external audit report for the year ended June 30, 2023. Staff’s collaboration with Weaver and Tidwell ensured timely compliance with TEA requirements, despite the time constraints due to the Thanksgiving holiday.

The next Board Finance Committee meeting is scheduled to be held virtually on November 13, 2023, via Zoom.

INFORMATION SOURCES:

Dr. Angélica M. Ramsey, Superintendent
 Loretta Salvatore, Auditor
 Karen Molinar, Deputy Superintendent
 Kellie Spencer, Deputy Superintendent
 Charles Garcia, Associate Superintendent of Learning & Leading
 Carmen Arrieta-Candelaria, Chief Financial Officer

REPORT ONLY AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: SUPERINTENDENT UPDATE

BACKGROUND:

We have added this report in order to add a level of transparency, as well as to share additional information in a Lone Star Governance friendly format. I have several updates this month to share with our Board and community.

STRATEGIC GOAL:

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student & Customer-Centered

District/Community Events

Since our last board meeting, I've actively participated in several impactful events:

1. **TALAS Education Innovation Exchange (EIE) Event:** I had the honor of chairing a panel discussion on Graduation Alliance at the TALAS EIE event in Dallas. Additionally, I attended the TALAS board meeting.
2. **txEDCON23 - TASA/TASB Convention:** I joined fellow board members and cabinet colleagues at the TASA/TASB convention. During this convention, I also participated in the Texas Urban Council Meeting, a valuable opportunity to meet with colleagues.
3. **Longhorn Council Special Session:** I attended the Longhorn Council board meeting in early October.
4. **ALAS Conference:** I had the privilege of speaking at the Association of Latino Administrators and Superintendents conference in San Antonio. In my session titled "Breaking Barriers and Building Bridges: Latina Leaders Transforming K-12," I shared insights on overcoming challenges and fostering inclusivity in education.
5. **Reunion Binacional PROBEM 2023:** I had the privilege of attending the conference, alongside Trustee Luebanos and Associate Superintendent Dr. Gracie Guerrero. One of the key topics explored was the vision of education shared between the United States and Mexico, fostering international collaboration.

These engagements reflect our commitment to fostering strong community relationships and ensuring the success of our students and schools within FWISD.

Superintendent Advisories: This month, our focus within the advisories remains on providing feedback to the DM Group representatives, actively involved in shaping our Strategic Plan. Engaging discussions center around acknowledging our district's strengths and addressing

challenges collaboratively. Each advisory group will have the opportunity to contribute valuable insights, enhancing our strategic planning process.

INFORMATION SOURCE:

Angélica M. Ramsey, Ed.D.



2023 School "FIRST" Public Hearing

Financial Integrity Rating System of Texas
Based on 2021-2022 School Year Data
October 24, 2023



DIVISION OF
BUSINESS AND FINANCE

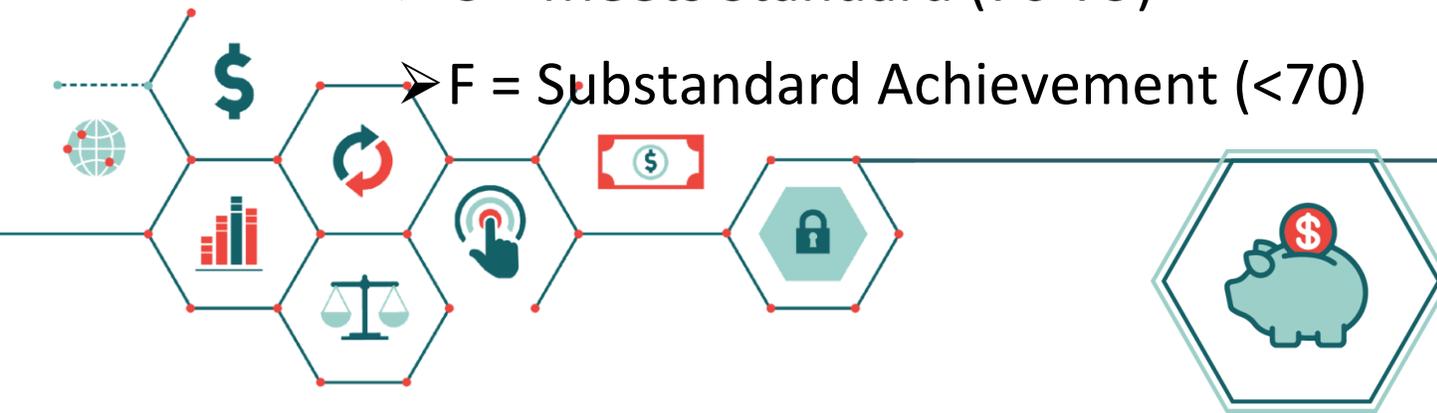
Purpose of School FIRST

- Financial accountability rating system that holds school districts accountable for the quality of their financial management practices.
- A tool that creates transparency and discloses the quality of decision-making processes concerning the financial resources the school district receives.



How Ratings are Assessed

- Based on 20 Indicators
- Based on a Numerical Score
 - Range 0-100
- Ratings:
 - A = Superior (90-100)
 - B = Above Standard (80-89)
 - C = Meets Standard (70-79)
 - F = Substandard Achievement (<70)



Major Areas Assessed



- Critical Indicators (6 Indicators) – Pass/Fail
 - FWISD Passed 5 Indicators
 - 5th Indicator not being score
- Solvency Indicators (9 Indicators) – 85 Total Points
 - FWISD 83/85
 - 10th, 14th & 15th Indicators not being scored
- Financial Competence (5 Indicators) – 15 Total Points
 - FWISD 15/15



School FIRST Requirements

- FWISD Must Announce and Hold a Public Meeting Within Two Months of the Release of the Final FIRST Rating

- Final Ratings Effective 9/7/23
- Notice of Public Meeting Published 10/09/23
- FIRST Public Hearing 10/24/23, 5:30 p.m.



School FIRST Requirements

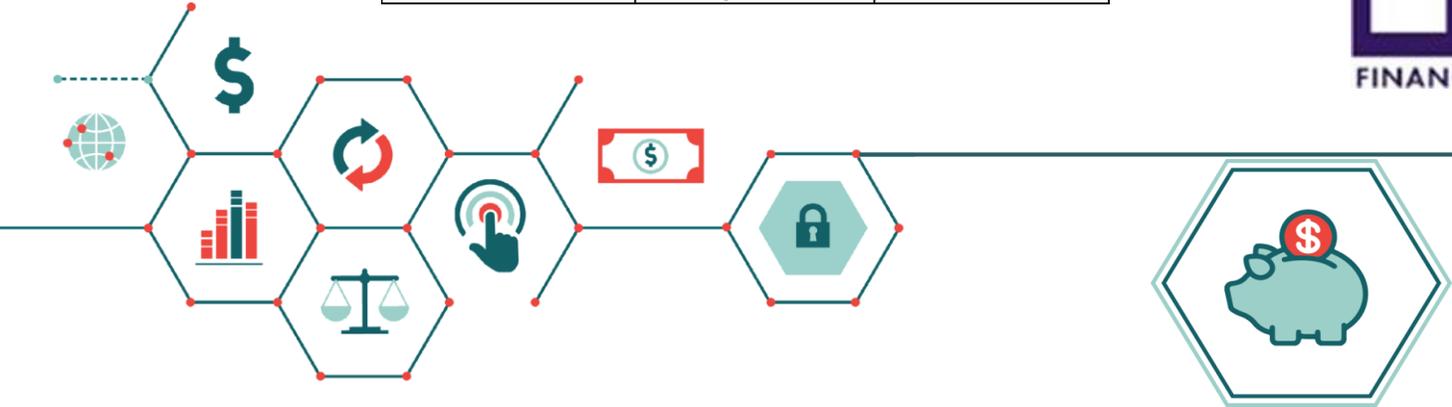
- FWISD Must Prepare and Distribute an Annual Financial Management Report
 - Comparison of Current Year and Prior Year Ratings
 - Disclosures Required by Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA
 - Disclosures Required by Commissioner's Rules, Section 109.1001(o), Effective 8/6/15
 - 2023 Report Available on FWISD Website under Financial Services postings



Financial Integrity Rating System of Texas

- Fort Worth ISD 2023 Rating
 - A = Superior
 - 98/100

Fiscal Year	Rating	Score
2021-2022	Superior	98/100
2020-2021	Superior	94/100
2019-2020	Superior	96/100
2018-2019	Superior	96/100



**THANK
YOU!**



Fort Worth
INDEPENDENT SCHOOL DISTRICT
Division of Business and Finance

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Board of Education Meeting Minutes

FUNDING SOURCE

Additional Details

No Cost

Not Applicable

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Board Workshop on September 12, 2023.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on September 12, 2023 that the Board of Education of the Fort Worth Independent School District held a Board Workshop at 5:30 p.m. at the Teaching and Learning Center, Bridgewood Drive, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on September 5, 2023 at 5:30 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 12, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 5, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on September 5, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

- School Board President Dr. Camille Rodriguez, District 1
- First Vice President Anne Darr, District 6
- Second Vice President Roxanne Martinez, District 9
- School Board Secretary Anael Luebanos, District 8
- Trustee Tobi Jackson, District 2
- Trustee Quinton Phillips, District 3
- Trustee Wallace Bridges, District 4
- Trustee Kevin Lynch, District 5
- Trustee Dr. Michael Ryan, District 8

The following administrators were present:

- Dr. Angélica Ramsey, Superintendent
- Karen Molinar, Deputy Superintendent
- Benjamin Castillo, Board Counsel
- Toni Cordova, Chief of Governance and Strategic Communications

1. 5:30 PM - CALL BOARD WORKSHOP TO ORDER - BOARD ROOM (OTHER)

President Dr. Camille Rodriguez called the workshop to order at 5:30 p.m.

2. PUBLIC COMMENT (S and T)

No Speakers.

3. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of Public Officer or Employee, Including, but Not
 - 1. Review and Discussion of Proposed Superintendent Constraints Related to the Superintendent's Evaluation
 - 2. Personnel Matters
- C. Security Implementation (Texas Government §551.076)
- D. Real Property (Texas Government Code §551.072)

The workshop was reconvened at 10:19 p.m.

4. ADJOURN (OTHER)

The workshop was adjourned at 10:20 p.m.

/s/ Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on September 19, 2023.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on September 19, 2023, that the Board of Education of the Fort Worth Independent School District held a special meeting at the Teaching and Learning Center, 1050 Bridgewood Drive, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on September 15, 2023, at 5:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 19, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 19, 2023, at the Fort Worth Independent School District Administration Building, 100 North University Drive, Fort Worth, Texas.

Given under my hand on September 15, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

- School Board President Dr. Camille Rodriguez, District 1
- First Vice President Anne Darr, District 6
- Second Vice President Roxanne Martinez, District 9 (Arrived at 5:30 p.m. during Executive Session.)
- School Board Secretary Anael Luebanos, District 8 (Arrived at 5:25 p.m. during Executive Session.)
- Trustee Tobi Jackson, District 2
- Trustee Quinton Phillips, District 3 (Arrived at 5:20 p.m. during Executive Session.)
- Trustee Wallace Bridges, District 4
- Trustee Kevin Lynch, District 5 (Arrived at 5:32 p.m. during Executive Session.)
- Trustee Dr. Michael Ryan, District 8

The following administrators were present:

- Dr. Angélica Ramsey, Superintendent Karen Molinar, Deputy Superintendent Kellie Spencer, Deputy Superintendent Cynthia Rincón, Board Counsel

1. 5:00 P.M - CALL SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER)

School Board President Dr. Camille Rodriguez called the special meeting to order at 5:00 p.m.

2. PUBLIC COMMENT (S and T)

Speakers:
Gerald Miller

Jane Collins
Jennifer Nelson
Joe Palmer
Doreen Geiger
Sabrina Ball

The special meeting was recessed at 5:15 p.m. to move into Executive Session.

3. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Open Meetings Act, Texas Government Code Chapter §551.

A. Seek the Advice of Attorneys (Texas Government Code §551.071)

1. Consultation with Legal Counsel concerning Kingsville Independent School District, Canutillo Independent School District, Crowley Independent School District, Del Valle Independent School District, Edinburg Consolidated Independent School District, Fort Stockton Independent School District, Pecos Barstow-Tovah Independent School District. Plaintiffs, v. Mike Morath, in his Official Capacity as Commissioner of Education. Defendant. Cause No. D-1-GN-23-004675. in the 419th District Court Travis County, Texas

The special meeting was reconvened at 6:15 p.m.

4. ACTION AGENDA ITEM (S and P)

- A. Consider and Potentially Take Action regarding Kingsville Independent School District, Canutillo Independent School District, Crowley Independent School District, Del Valle Independent School District, Edinburg Consolidated Independent School District, Fort Stockton Independent School District, Pecos-Barstow-Tovah Independent School District Plaintiffs, v. Mike Morath. in his Official Capacity as Commissioner of Education, Defendant, Cause No. D-1-GN-23-004675, in the 419th District Court, Travis County, Texas

Tobi Jackson made the motion that the Board joins Cause No. D-1-GN-23-004675, in the 419th District Court, Travis County, Texas.

Motion was made by Trustee Tobi Jackson, seconded by Anne Darr, to Approve the Motion that Board Joins Cause No. D-1-GN-23-004675, in the 419th District Court, Travis County, Texas..

The motion was approved.

Yes: Camille Rodriguez, Anne Darr, Roxanne Martinez, Anael Luebanos, Tobi Jackson, Quinton Phillips, Wallace Bridges and Dr. Michael Ryan, District.

No: Kevin Lynch

5. ADJOURN (OTHER)

The meeting was adjourned at 6:16 p.m.

/s/ Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on September 26, 2023.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on September 26, 2023, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Teaching and Learning Center, Bridgewood, Drive, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on September 19, 2023, at 5:00 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING SEPTEMBER 26, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on September 19, 2023, at the Fort Worth Independent School District Administration Building, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on September 19, 2023.

/s/ Christian Alvarado
Coordinator
Board of Education

The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1
First Vice President Anne Darr, District 6
Second Vice President Roxanne Martinez, District 9
School Board Secretary Anael Luebanos, District 8
Trustee Tobi Jackson, District 2
Trustee Quinton Phillips, District 3
Trustee Wallace Bridges, District 4
Trustee Kevin Lynch, District 5
Trustee Dr. Michael Ryan, District 7

The following administrators were present:

Dr. Angélica Ramsey, Superintendent
Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Melissa Kelly, Associate Superintendent, Service Network #1
Charles Garcia, Associate Superintendent, Service Network #2
Dr. Gracie Guerrero, Associate Superintendent, Service Network #3
Dr. Tamekia Brown, Associate Superintendent, Service Network #4
Carmen Arrieta-Candelaria, Chief Financial Officer
Dr. David Saenz, Chief of Strategic Initiative and Partnerships
Woodrow Bailey III, Interim Chief Talent Officer
Steve Wentz, Interim Chief Information Officer
Lynda Jackson, Senior Counsel

1. [5:30 PM – CALL REGULAR MEETING TO ORDER – BOARD ROOM \(OTHER\)](#)

School Board President Dr. Camille Rodriguez called the meeting to order at 5:30 p.m.

2. [PLEDGES \(OTHER\)](#)

Director of Creative Communications, John Cope, led the pledges.

3. [RECOGNITIONS \(OTHER\)](#)

3.A. [Recognition of Student Greeters](#)

John Cope recognized the J.R.O.T.C. Student Greeters.

3.B.Project Lead the Way Engineering Senior Interns at Lockheed Martin and Bell Textron

John Cope gave the *Project Lead the Way Engineering Senior Interns at Lockheed Martin and Bell Textron* recognition.

3.C.Inaugural Class in the Fort Worth Police Department and Fort Worth ISD High School Police Academy

John Cope gave the Inaugural Class in the Fort Worth Police Department and Fort Worth ISD High School Police Academy

3.D. Heroes for Children Award Recipient

John Cope gave the *Heroes for Children Award Recipient* recognition.

4. BOARD COMMITTEE REPORT (OTHER)

No questions or comments.

5. SUPERINTENDENT REPORT (OTHER)

No questions or comments.

6. PUBLIC COMMENT (S and T)

Speakers:

Sabrina Ball

Daryl Guyton

Ann Christian

Lon Burnam

Jeremy Orsagh

Doreen Geiger

Gino Ayala

Hollie Plemons

Ciara Jackson

Shafaria Titus

Kalyn Smith

Roxanne Rodriguez

Estelle Williams

Pastor Lafayette Kelley

Nanette Cowain

Erin Volberg

Crystal Carr

Bob Willoughby

Joe Palmer

Jaime Foster

J.R. Martinez

Gabe Paraeu

Amy Super

Jennifer Nelson

Pamela McDonald

William McGintiz

Reed Bilz

The meeting was recessed at 6:41 p.m. to move into Executive Session.

7. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

7.A. Seek the Advice of Attorneys (Texas Government Code §551.071)

7.B. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, including but not limited to action items related to the recommendation to propose the termination of Eastern Hills High School Principal Katrina Smith's term contract for good cause in accordance with Chapter 21 of the Texas Education Code and to propose the termination of Diamond Hill-Jarvis High School Principal James Garcia's term contract for good cause in accordance with Chapter 21 of the Texas Education Code. (Texas Government Code § 551.074)

7.C. Security Implementation (Texas Government Code §551.076)

7.D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 8:53 p.m.

Before action was taken, Anne Darr mentioned she will be abstaining from the following Consent Agenda Items due to employment:

Consent Agenda Item 8.D.1.a. *Approve Ratification Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills Resources Subscription through Region 11 for the 2023 - 2024 School Year and Consent Agenda Item*

8.D.4.a. *Approve Memorandum of Understanding Between Fort Worth Independent School District and Educational Service Center Region 11 for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostic.*

Motion was made by Trustee Tobi Jackson, District 2, seconded by School Board Secretary Anael Luebanos, District 8, to approve Consent Agenda with the Exception of Consent Agenda Item 8.C.2.c. *Approve Agreement with the Jordan Elizabeth Harris Foundation and Consent Agenda Item* and 8.E.5.b. *Approve Roof Replacement and Gym Floor Replacement at Morningside Middle School*, which were not addressed and pulled.

The motion was approved.

Yes: School Board President Dr. Camille Rodriguez, District 1, First Vice President Anne Darr, District 6, Second Vice President, District 9, School Board Secretary Anael Luebanos, District 8, Trustee Tobi Jackson, District 2, Trustee Quinton Phillips, District 3, Trustee Wallace Bridges, District 4, and Trustee Dr. Michael Ryan, District 7.

No: Trustee Kevin Lynch, District 5.

CONSENT AGENDA ITEMS (S and P) (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

8.A. Board of Education Meeting Minutes

8.A.1. August 22, 2023 - Regular Meeting Minutes

8.B. Governance and Strategic Communications, Toni Cordova, Chief

8.B.1. Approve First Reading - Revisions to Board Policies CCGB(LOCAL), CFB(LOCAL),
CKE(LOCAL), CKEC(LOCAL), CLB(LOCAL), CRF(LOCAL), CVA(LOCAL), and CVB(LOCAL)

First Reading Policies

8.B.2. Approve Second Reading – Revisions to Board Policy CPC(LOCAL)

8.C. Administrative Services, Karen Molinar, Deputy Superintendent

8.C.1. Business and Finance - Carmen Arrieta-Candelaria, Chief Financial Officer

8.C.1.a. Approve Purchase of Excess Workers Compensation Insurance Excess Workers Comp Insurance

8.C.2. Strategic Initiatives and Partnerships - Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

8.C.2.a. Approve Purchase of a Student Re-Engagement Program

8.C.2.b. Approve Memorandum of Understanding Between Fort Worth Independent School District and AVANCE to Provide Parent-Child Education Classes

8.C.2.c. Approve Agreement with the Jordan Elizabeth Harris Foundation

8.C.3. Safety and Security, Daniel Garcia, Executive Director

8.C.3.a. Approve Open Door Lockdown Alert

8.C.3.b. Approve Emergency Communication/Informacast Integration with the Legacy Public Address Systems

8.C.4. Talent Management - Woodrow W. Bailey, III, Interim Talent Management Officer

8.C.4.a. Approve Appraisers for the T-TESS Appraisal System Certified Since September 1, 2023

8.D. Learning and Leading Networks

8.D.1. Service Network #1, Melissa Kelly, Associate Superintendent

8.D.1.a. Approve Ratification Purchase of the Curriculum Support Services Package Texas Essential Knowledge and Skills Resources Subscription through Region 11 for the 2023 - 2024 School Year

8.D.1.b. Approve Memorandum of Understanding Between Fort Worth Independent School District and Center for Transforming Lives

8.D.2. Service Network #2, Charles Garcia, Associate Superintendent

8.D.2.a. Approve Interim Assessments to Support Program Improvement and Teacher Incentive Allotment in Career and Technical Education

8.D.2.b. Approve Contract Renewal and Payment of Collegiate Testing Fees for Students

8.D.3. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent

8.D.3.A. Approve Purchase of Supplemental Instructional Materials for Accelerating English Proficiency

with Emergent Bilingual Students

8.D.3.B Approve Contract Addendum to the Memorandum of Agreement for Professional Development Sessions to Empower Parents, Students, and Staff on their Rights in the American Education System

8.D.4. Service Network #4, Dr. Tamekia Brown, Associate Superintendent

8.D.4.A. Approve Memorandum of Understanding Between Fort Worth Independent School District and Educational Service Center Region 11 for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostic

8.E. Operations

8.E.1. Technology, Steve Wentz, Interim Chief Information Officer

8.E.1.a. Approve Ratification for Renewal of Service Management and Hardware Asset Management Systems

8.E.1.b. Approve Ratification Purchase of Virtual Server Environment Maintenance and License Support

8.E.1.c. Approve Purchase of Google G-Suite for Education Enterprise License Renewal

8.E.1.d. Approve Purchase of Replacement Power Adapters for Student and Teacher Computer Devices

8.E.1.e. Approve Annual Maintenance Renewal for the District's Enterprise Resources Planning System for the 2023 - 2024 School Year

8.E.1.f Approve Renewal of Support and Maintenance for Network Load Balancing Equipment

8.E.1.g. Approve Renewal of Azure Cloud Credits for District Infrastructure and Academic Support

8.E.2. Transportation, Myron Wilson, Executive Director of Transportation

8.E.2.a. Approve Ratification for Fleet Uniforms

8.E.3. Operations, Carl Alfred, Senior Officer Operations

8.E.3.a Approve Purchase of Key Cabinets

8.E.3.b. Approve Purchase of Landscaping Contracted Services

8.E.3.c. Approve Repairs to District Facility Backflow Preventers

8.E.4. Facility Planning and Rental, Mike Naughton, Executive Director

8.E.4.a. Approve Temporary Construction Easement and Sanitary Sewer at Burton Hill Elementary School for Improvements on the Main 199 C-R Parallel Interceptor Project

8.E.5. Capital Improvement Program, Kellie Spencer, Operations

8.E.5.a. [Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre- Construction Services for Daggett Montessori Renovations \(RFQ #24-003\) in Conjunction with the 2021 Capital Improvement Program](#)

8.E.5.b. [Approve Roof Replacement and Gym Floor Replacement at Morningside Middle School](#)

9. [ACTION ITEMS \(S and P\)](#)

9.A. Item/Items Removed from Consent Agenda

No items were removed from Consent Agenda.

9.B. Personnel

No action was taken.

9.C. Administrative Services - Karen Molinar, Deputy Superintendent

9.C. 1. Legal and District Records Management, Lynda Jackson, Senior Counsel

9.C.1.a. [Consider and Take Action to Propose the Termination of Diamond Hill- Jarvis High School Principal James Garcia's Term Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code](#)

School Board President Dr. Camille Rodriguez made the motion to Approve the Administration Recommendation and Propose the Termination of Diamond Hill-Jarvis High School Principal James Garcia's Term Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code.

Motion was made by School Board President Dr. Camille Rodriguez, District 1, seconded by First Vice President Anne Darr, District 6, to approve School Board President Dr. Camille Rodriguez' motion to Approve the Administration Recommendation to Propose the Termination of Diamond Hill-Jarvis High School Principal James Garcia's Term Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

Motion was made by School Board President Dr. Camille Rodriguez, District 1.

9.C.1.b [Consider and Take Action to Propose the Termination of Eastern Hills High School Principal Katrina Smith's Term Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code](#)

School Board President Dr. Camille Rodriguez made the motion to Approve the Administration's Recommendation and Proposed the Termination of Eastern Hills High School Principal Katrina Smith's Term Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code.

Motion was made by School Board President Dr. Camille Rodriguez, District 1, seconded by First Vice President Anne Darr, District 6, to approve the Administration's Recommendation and Proposed the Termination of Eastern Hills High School Principal Katrina Smith's Term Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code.

The motion was unanimously approved.

9.C.1.c. Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Tobi Jackson made the motion to Approve the Administration's Recommendation to Propose the Termination of Elizabeth Nipper and Daryl Guyton for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

Motion was made by Trustee Tobi Jackson, District 2, seconded by Trustee Wallace Bridges, District 4, to approve the Administration's Recommendation to Propose the Termination of Elizabeth Nipper and Daryl Guyton for Good Cause Pursuant to Chapter 21 of the Texas Education Code.

The motion was approved.

Yes: School Board President Dr. Camille Rodriguez, District 1, First Vice President Anne Darr, District 6, Second Vice President, District 9, School Board Secretary Anael Luebanos, District 8, Trustee Tobi Jackson, District 2, Trustee Quinton Phillips, District 3, Trustee Wallace Bridges, District 4, and Trustee Kevin Lynch, District 5.

No: Trustee Dr. Michael Ryan, District 7.

9.C.1.d. Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Anne Darr made the motion to Approve the Administration's Recommendation to Proposed Termination of Candace Searcy Probationary Employment Contract for Good Cause Pursuant to Chapter of the Texas Education Code.

Motion was made by First Vice President Anne Darr, District 6, seconded by School Board Secretary Anael Luebanos, District 8, to approve the Administration's Recommendation to Proposed Termination of Candace Searcy Probationary Employment Contract for Good Cause Pursuant to Chapter of the Texas Education Code.

The motion was unanimously approved.

9.C.1.e. Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

9.C.1.f. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

9.C.2. Business and Finance - Carmen Arrieta-Candelaria, Chief Financial Officer

9.C.2.a. Approve Budget Amendment Carry-Forward for Purchase Orders and Tax Ratification Election (TRE) Balances

Motion was made by Trustee Tobi Jackson, District 2, seconded by Trustee Dr. Michael Ryan, District 7, to approve Budget Amendment Carry-Forward for Purchase Orders and Tax Ratification Election (TRE) Balances.

The motion was unanimously approved.

9.D. Operations

9.D.1. Technology, Steve Wentz, Interim Chief Information Officer

9.D.1.a. Approve Purchase of Additional Student Technology Devices and Cases

Motion was made by First Vice President Anne Darr, District 6, seconded by School Board Secretary Anael Luebanos, District 8, to Approve Purchase of Additional Student Technology Devices and Cases.

The motion was unanimously approved.

9.D.2. Transportation, Myron Wilson, Executive Director of Transportation

9.D.2.a. Approve Ratification to Purchase Ten (10) School Buses

Motion was made by Second Vice President, District 9, seconded by Trustee Tobi Jackson, District 2, to approve Ratification to Purchase Ten (10) School Buses.

The motion was unanimously approved.

9.D.2.b. Approve Ratification for Alternative Student Shuttle Services

Motion was made by Trustee Tobi Jackson, District 2, seconded by First Vice President Anne Darr, District 6, to Approve Ratification for Alternative Student Shuttle Services.

The motion was unanimously approved.

9.D.3. Facility Planning and Rental, Mike Naughton, Executive Director

9.D.3.a. Approve Superintendent, or Designee, to Enter into a Contract for a District Facility

Master Plan _____

Motion was made by Trustee Tobi Jackson, District 2, seconded by School Board Secretary Anael Luebanos, District 8, to approve Superintendent, or Designee, to Enter into a Contract for a District Facility Master Plan.

The motion was unanimously approved.

9.D.3.b. Approve Resolution Calling for a Study of School Building Capacity

Motion was made by Trustee Tobi Jackson, District 2, seconded by First Vice President Anne Darr, District 6, to Approve Resolution Calling for a Study of School Building Capacity.

The motion was unanimously approved.

9.D.4. Capital Improvement Program, Kellie Spencer, Operations

9.D.4.a. Approve Ratification of Job Order Contract for Emergency Repairs at Morningside

Middle School

Motion was made by Trustee Tobi Jackson, District 2, seconded by Trustee Wallace Bridges, District 4, to approve 9.D.4.a. Approve Ratification of Job Order Contract for Emergency Repairs at Morningside Middle School.

The motion was unanimously approved.

9.D.4.b. Approve Closeout Contract with JE DUNN - Phillip/May JV and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

Motion was made by Trustee Tobi Jackson, District 2, seconded by First Vice President Anne Darr, District 6, to Approve Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

9.D.4. c. Approve Closeout Contract with S&P and Post L, a Joint Venture and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

Motion was made by Trustee Dr. Michael Ryan, District 7, seconded by Trustee Tobi Jackson, District 2, to approve Closeout Contract with S&P and Post L, a Joint Venture and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program.

The motion was unanimously approved.

9.D.4. d. Approve Closeout Contract with SFP² JV, LLC and Authorize Final Payment in Conjunction with the Capital Improvement Program

Motion was made by Trustee Tobi Jackson, District 2, seconded by Trustee Dr. Michael Ryan, District 7, to approve Closeout Contract with SFP² JV, LLC and Authorize Final Payment in Conjunction with the Capital Improvement Program.

The motion was unanimously approved.

9.E. Consider the Level III Grievance of Terrance Roach (Convened in Closed Session, if Necessary)

9.E.1. Presentation by Complainant and/or Representative(s)

9.E.2. Presentation by District Representative

9.E.3. Questions from Board Members

9.E.4. Board Deliberation

9.E.5. Render Decision, if any, on the Complaint Hearing (In Open Session) The grievance was not held.

10. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)

Trustees made comments.

11. ADJOURN (OTHER)

The meeting was adjourned at 9:12 p.m.

/s/

Christian Alvarado
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE SECOND READING - REVISIONS TO BOARD POLICIES
CCGB (LOCAL), CFB(LOCAL), CKE(LOCAL), CKEC(LOCAL),
CLB(LOCAL), CRF(LOCAL), CVA(LOCAL), AND CVB(LOCAL)**

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. District personnel update policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.

Policy recommendations:

- CCGB(LOCAL): The Texas Economic Development Act expired on December 31, 2022, and the law is continued in effect for purposes of the limitation on appraised value.
- CFB(LOCAL): Revisions regarding the capitalization threshold are based on amended guidance from the GASB Implementation Guide regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant.
- CKE(LOCAL) and CKEC(LOCAL): No new or removed information. The current language in CKE(LOCAL) will be moved to CKEC(LOCAL).
- CLB(LOCAL): Standard-TASB version: Administrative Code rules regarding integrated pest management (IPM) were amended to include District-owned residential property among the District facilities subject to the IPM requirements.
- CRF(LOCAL), CVA(LOCAL), and CVB(LOCAL): No changes to the verbiage other than to remove reference to the superintendent's designee as Policy BJA(LOCAL) authorizes those responsibilities to other employees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

POLICY RECOMMENDATION SUMMARY PAGE
FOR October 24, 2023 BOARD MEETING: 2nd Reading

- ● **CCGB(LOCAL)**: The Texas Economic Development Act expired on December 31, 2022, and the law is continued in effect for purposes of the limitation on appraised value.
- ● **CFB(LOCAL)**: Revisions regarding the capitalization threshold are based on amended guidance from the GASB Implementation Guide regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant.
- ● **CKE(LOCAL)** and **CKEC(LOCAL)**: No new or removed information. The current language in CKE(LOCAL) will be moved to CKEC(LOCAL).
- ● **CLB(LOCAL)**: Standard-TASB version: Administrative Code rules regarding integrated pest management (IPM) were amended to include District-owned residential property among the District facilities subject to the IPM requirements.
- ● **CRF(LOCAL)**, **CVA(LOCAL)**, and **CVB(LOCAL)**: No changes to the verbiage other than to remove reference to the superintendent's designee as Policy BJA(LOCAL) authorizes those responsibilities to other employees.

Note: The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

Texas Economic Development Act

Purpose

These provisions outline the procedures the District shall use for filing, accepting, and reviewing applications made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code. In addition, these provisions shall outline procedures the Board shall use for considering amendments to and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code. [See CCGB(LEGAL)]

Definitions

As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

Definitions

As used in this policy, the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Act” shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

“Agreement” shall mean a written contract between the District and the applicant which creates, implements, and governs the terms of a limitation on the appraised value for District maintenance and operations ad valorem property tax purposes on an entity’s qualified property, that complies with Chapter 313 of the Texas Tax Code, and which is consistent with Section 313.027 of the Texas Tax Code.

“Agreement holder” shall mean an entity that has executed an agreement with the District.

“Applicant” shall mean a business entity, including an “affiliated group” that is subject to taxation under Tax Code 171.001, that applies to the District for a limitation on the appraised value of qualified property in a reinvestment zone under the Act.

“Application” shall mean a completed application for appraised value limitation on qualified property on a form adopted by the comptroller and containing all information required at 34 TAC

9.1053 together with all supporting schedules and documentation and shall include any application amendment or application supplement filed by the applicant.

“Application fee” shall mean the nonrefundable application fee to be paid to the District by an applicant, determined in accordance with this policy, to cover the District’s costs incurred in the processing and consideration of the application.

“Application amendment fee” shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 TAC 9.1055(d).

“Application review period” shall mean the period during which the Board is required to consider the application. The application review period shall begin on the day the application is filed with the District and shall expire on the 151st day after the application is filed with the District, unless the application review period is extended prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 TAC 9.1054(d).

“Application review start date” shall mean the later date of either the date on which the District issues its written notice that an applicant has submitted a completed application or the date on which the comptroller issues its written notice that an applicant has submitted a completed application.

“Appraisal district” shall mean each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

“Board” shall mean the Board of Trustees of the District.

“Comptroller” shall mean the comptroller of public accounts of the State of Texas.

“Comptroller’s rules” shall mean those rules adopted by the comptroller set forth at 34 TAC, Subchapter F.

“Deferral” shall mean a forward adjustment of the date upon which the qualifying time period, as defined by Texas Tax Code 313.021(4), begins.

“District” shall mean the Fort Worth Independent School District.

“Initial board review” shall mean the initial presentment to the District’s Board at which the Board will determine whether to consider

the application and determine whether it should be forwarded to the comptroller for the execution of the comptroller's review and certification processes. Board action to consider an application after conducting the initial review does not commit the District in any way to the ultimate approval of an agreement.

"Substantive document" shall mean a document or other information or data in electronic media that includes or transmits information or data significant to an application, the evaluation, or consideration of such an application or to the agreement or implementation of an agreement for limitation of appraised value pursuant to Chapter 313 of the Texas Tax Code. The meaning shall include, but not be limited to any application requesting a limitation on appraised value and any amendments or supplements; any economic impact evaluation made in connection with an application; any agreement between the applicant and the District and any subsequent amendments or assignments; any District-written finding or report filed with the comptroller as required under this subchapter; and any application requesting school tax credits under Tax Code, 313.103.

Presenting the
Application

The applicant shall file with the Superintendent three copies of each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.

Upon receipt of the application, the Superintendent shall require the applicant or its authorized representative to complete and file with the Superintendent, a fully executed vendor conflict of interest questionnaire. [Texas Ethics Commission Form CIQ.]

Applications shall be considered for final approval by the Board only after the District's receipt of the application fee established by the Board and after completion of the economic analysis and the school facilities impact analysis required by the Act.

Applications submitted without the application fee shall be held by the Superintendent until satisfactory arrangements have been made for the payment of the application fee. The Superintendent's determination of whether satisfactory arrangements have been made for the payment of the application fee shall be final.

The actual application submitted to the District shall not be considered public information until eight days before the date of the public hearing held in accordance with this policy. At that time, information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information prior to its release.

Amending an Application	An application may be amended by an applicant at any time prior to the Board's final action on the application. In the event that an amended application is filed at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 TAC 9.1055(d), or to request waiver of the job requirements at any time after submittal of the original application, the applicant must submit an application amendment fee together with the proposed amended application. The Superintendent is delegated the authority to accept an amended application prior to the comptroller's issuance of an economic impact analysis. An amendment submitted after the comptroller has issued an economic impact analysis must be approved by Board action. Upon receipt of an amended application or supplemental information, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.
Standard Application Fee	<p>The standard application fee shall be \$75,000 and shall not be refundable except:</p> <ol style="list-style-type: none">1. For large project fees after the initial tender, as set forth in this policy; or2. In the event the application is denied after an initial Board review, as defined in this policy. <p>The application fee does not include any amount charged by the comptroller's office for its economic impact study, if such a fee is charged.</p>
Large Project Application Fee	For each application for an appraised value limitation on qualified property for which the qualified investment exceeds \$500,000,000, the Board may, at its discretion, set an application fee higher than the standard application fee, if in the opinion of the Board, an analysis of the application is of such complexity that it requires a higher fee. An applicant proposing a qualified investment in excess of \$500,000,000 in value shall initially tender an application fee of \$75,000. In the event the Board sets a higher fee, the applicant shall be entitled to withdraw its application and its application fee if the applicant disagrees with the higher fee set by the Board.
Application Amendment Fee	In the event an applicant or agreement holder seeks to amend an application or an agreement at any time after the comptroller has issued a certificate on the application pursuant to 34 TAC 9.1055(d), an application amendment fee of \$25,000 shall be charged.
Processing the Application	Upon receipt of the application and the application fee, the Superintendent shall take the following actions:

1. Accept the filing of the application and send to the applicant written confirmation of receipt of the application and application fee.
2. Identify appropriate consultants to assist the Board in completing the application review process, and schedule Board action to retain such consultants.
3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Texas Local Government Code 171.002 (trustee interest in business entity or real property), Texas Local Government Code 176.003 (trustee income, gifts to trustee or superintendent); Texas Local Government Code 176.006; and House Bill 1295 (disclosure of interested parties).

If, after initial review, the Board determines to proceed with consideration of the application and the District has received the application fee, the Superintendent shall:

1. Review the application and require the applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the comptroller's rules.
2. Determine, after the initial Board review, whether the application is sufficient and direct the applicant to immediately correct deficiencies, if any.
3. File with the comptroller in the following formats copies of the application and all required schedules and documentation and proof of payment of the application fee:
 - a. One original hard copy in a three-ring binder with tabs separating each section of the documents; and
 - b. An electronically digitized copy, formatted in searchable PDF format.
4. File with the comptroller a notice certifying the application review start date, which shall include:
 - a. The date on which the application was received;
 - b. The date on which the Board decided to consider the application;
 - c. The date on which the District determined that the application was complete;
 - d. A request that the comptroller provide an economic impact evaluation; and

- e. All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 TAC 9.1054.
5. Accept on behalf of the Board any amendments or supplements submitted by the applicant and transmit copies to the comptroller.
6. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.
7. Direct the District's webmaster to create a link from the District's website to the location on the comptroller's Web site where copies of applications under the Act are posted.
8. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and the Texas Education Agency (TEA) with the analyses required by the Act and the comptroller's rules.
9. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request from the applicant for an extension of the application review period.
10. In the event of a Board action to approve an extension for final action on the application, forward a notice of the extension to the comptroller, the applicant, and each applicable appraisal district within seven days.
11. Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of the agreement.
12. Upon completion of Board action, if any, on the application, ensure that all required information is transmitted to the comptroller, the applicant, and each applicable appraisal district.
13. Make reasonable inquiry when called for by the agreement and issue a certification of the date upon which commercial operations begin at the site of the project.

14. Ensure that the applicant makes all required post-approval submissions to the District and to the comptroller or any other applicable state agency within the required deadlines.
15. Ensure that the District makes timely responses to requests from the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.

Initial Board Review

If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.

As a part of conducting the initial board review, each Board member and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the applicant in accordance with the provisions of policies at BBFA.

Once the Board has accepted an application for consideration after the initial review, the Superintendent shall be expressly delegated the authority to accept on behalf of the Board and the District any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 TAC 9.1055(d).

Consulting Services

Upon retention by the Board, the District's consultants shall review the application to ensure that the application documents and any other required reports include all information required by the comptroller's rules or by 34 TAC 9.1054. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the application, development of an appropriate revenue protection agreement, and when the reports become available, the studies from the comptroller's office and TEA.

The consultants shall be paid for their services from the application fee. The consultants shall complete their analysis within sufficient time for it to be considered by the Board in its final determination on the application.

Contents of
Application
Transmittal to
Comptroller

If after the initial review, the Board has determined to proceed with consideration of the application and the District has received the application fee, the Superintendent shall forward the application to the comptroller. The Superintendent's transmittal shall include:

1. The complete application along with all required schedules and exhibits.

2. A fully executed copy of the applicant's completed conflict of interest form.
3. The date on which the application was received;
4. The date on which the Board decided to consider the application;
5. The date on which the District determined that the application was complete;
6. A request that the comptroller provide an economic impact evaluation and a certificate of the project's eligibility; and
7. All other information relating to consideration of the application, as prepared by the District's consultants to meet the requirements of 34 TAC 9.1054.

Copies to Appraisal District

Contemporaneously with filing the application and supporting materials with the comptroller, the Superintendent shall furnish a complete copy of the application and its supporting documentation to the county appraisal district with jurisdiction over the project location.

Superintendent's Duties After Completion of Initial Board Review

Once the Board has accepted an application for consideration after the initial Board review, the Superintendent, pursuant to Education Code 11.201(15), is expressly delegated the authority to act on behalf of the Board as follows:

1. Review the application, including schedules A–D and all other supporting documentation for completeness; and require the applicant, as necessary, to submit additional and/or supplementary information.
2. Accept on behalf of the Board and the District any amended, supplemental application, or any other required documentation, submitted by the applicant for the same project.
3. Determine whether the application or any amended or supplemental submissions made by applicant are sufficient and direct the applicant to immediately correct any deficiencies.
4. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application certification or economic impact study.
5. Direct the District's webmaster to create a link from the District's website to the location on the Texas comptroller's website where copies of applications under the Act are posted.

6. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and, as applicable, TEA, the Texas Workforce Commission, and the Texas Economic Development and Tourism Office with the analyses required by the rules adopted by the respective agencies.
7. Pursuant to Tax Code 313.025(b), exercise the Board's authority to consider and agree, to the extent authorized by law or regulation, to an extension of time in which to take action on the application.
8. Not later than 150 days after the application review start date, present to the Board an agreement for final approval or action upon a request from the applicant for an extension of the application review period.
9. In the event of the Superintendent's or Board's action to approve an extension for final action on the application, forward notice of the extension within seven days to the comptroller, the applicant, and each applicable appraisal district.
10. Ensure that the District and the comptroller are provided draft copies of the agreement at least 20 days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.

Final Board
Approval Required

Applications shall be considered for final approval by only after completion of the economic and the school facilities impact analyses required by the Act and after completion of all procedural steps set forth below.

Public Hearing

The Board's final determination of the application shall be made only after a public hearing at which the Superintendent, the District's consultants, the applicant, and members of the public have a reasonable opportunity to present their views on the proposed application.

The comptroller's certification shall be publicly disclosed at the public hearing.

The public hearing shall be scheduled at such a time to enable the Board to approve or disapprove an application before the 151st day after the application was filed with the District unless the Superintendent or Board has previously granted an extension of this deadline.

Board Findings of
Fact

Prior to final approval of an agreement, the Board shall deliberate and adopt such findings of fact regarding the application as are required by law, including but not limited to findings:

1. As to each criterion listed in Tax Code 313.026;
2. As to each criterion required by Tax Code 313.025(f-1), if applicable;
3. That the information in the application is true and correct;
4. That the applicant is eligible for the limitation on the appraised value of the entity's qualified property; and
5. That making a determination granting the application is in the best interest of the District and the state.

Adoption of
Agreement

After considering the comptroller's certification and economic impact report, the information supplied by the District's consultants, the reports and recommendations of other state agencies, and input received at the public hearing, the Board shall consider and may adopt an agreement with the applicant, which agreement shall provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the application.

If the comptroller has not certified the application, no action may be taken.

Any agreement adopted by the Board under Chapter 313 of the Tax Code must disclose all consideration promised in conjunction with the application and/or the limitation agreement.

No agreement adopted by the Board under Chapter 313 of the Tax Code may provide for supplemental payments to the District in excess of those authorized by state law.

Substantive
Documents

Unless claimed by the applicant to be confidential, the following shall be considered to be substantive documents and defined in this policy and shall be available for public inspection:

1. All sections of any application;
2. Applicant's conflict of interest questionnaire;
3. All reports presented to the Board by its consultants, after presentation to the Board; and
4. All resolutions, findings of fact, agreements, and any other documents adopted by the Board.

	<p>All documents required by comptroller’s rules or by state law to be filed with the State of Texas shall be transmitted within seven days of adoption.</p>
<p>Applicant’s Claim of Information Confidentiality</p>	<p>At the time of submitting an application or any amendment or supplement thereto, an applicant may request that all or parts of the documents not be posted on the internet and not be otherwise publicly released. In order to make such a request, the applicant shall submit a written request that:</p> <ol style="list-style-type: none">1. Specifically lists each document or portion of a document and each entry in any form prescribed by the comptroller that the applicant contends is confidential;2. Identifies specific, detailed reasons why the applicant believes each item listed should be considered confidential and identifies any relevant legal authority in support of the request;3. Segregates the documents that are subject to the request from the other documents not subject to the request but submitted with the application; and4. Clearly designates each document subject to the request as “confidential.”
<p>Waiver of Jobs Requirement</p>	<p>At the time of the original application, or at any other time during the course of a Chapter 313 agreement, the Board may waive the new jobs creation requirement of Section 313.021(2) (A) (iv) (b) or 313.051(b) of the Tax Code and may approve an application if the Board makes a finding that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility described in the application.</p> <p>If the applicant seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.</p> <p>In the event that such a request is made other than at the time of the original application, the Board shall charge an application amendment fee.</p>
<p>Enforcement Proceedings</p>	<p>In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.</p>

Not later than the 60th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its obligations under the agreement or that it has cured or undertaken to cure any such material breach.

After hearing from both sides, the Board shall make findings as to whether or not a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall cause the agreement holder to be notified in writing of the determination.

In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.

Applicant Reporting
Obligations

During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Section 313.032 of the Tax Code.

All applicants that apply after January 1, 2015, and receive a four-digit comptroller application number must also complete Form 50-825 Job Creation Compliance Report. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.

An agreement holder shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;

4. All required comptroller reports;
5. Required updates to vendor conflict of interest disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the agreement.

District Reporting
Obligations

If the comptroller requests information reasonably necessary to complete the recommendation or economic impact evaluations, the Superintendent shall provide the requested information within 20 working days from the date of the request. The Superintendent may request an extension of time, not to exceed ten working days, to provide to the comptroller the additional information.

Superintendent
Responsibilities/
Delegation

During the entire term of any agreement, the Superintendent shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the applicant. The Superintendent is authorized to delegate this function to outside consultants; however, any fees for the consultants shall be reimbursed to the District by the applicant.
2. Ensure that all required information is transmitted to the comptroller, the applicant, and each appraisal district with appraisal jurisdiction over the land upon which the project will be built.
3. Determine, as of the end of the qualifying time period, whether the applicant has made a qualifying investment in the project.
4. Verify date, reported by applicant, upon which commercial operations at the project site have commenced.
5. Ensure that the applicant makes all required post-approval submissions to the comptroller or any other state agency and the District within the required deadlines.
6. Ensure the District makes timely response to requests for data or records made by the state auditor in conducting an audit of any agreement adopted by the District.

Board's Post-
Agreement
Responsibilities

During the course of any agreement, the Board shall:

1. Ensure that all reporting requirements under Chapter 313 are being met in a timely fashion by the District and the applicant.
2. Promptly resolve any disputes which require Board resolution under any agreement.

3. Receive evidence to make a finding as to whether the applicant has made the required qualified investment during the qualifying time period.
4. In cases where applicant has elected to commence the tax limitation period after the commencement of commercial operations at the project site, receive evidence to make a finding as to the actual date such commercial operations commenced.
5. Ensure the District makes timely response to requests for data or records made by the state auditor in conducting an audit of any agreement adopted by the District.

Applicant's Post-Agreement Responsibilities

An applicant shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;
4. All required comptroller reports;
5. Required updates to vendor conflict of interest disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the agreement.

Access to Information

The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.

The Superintendent shall direct the District's consultant to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the basis of calculations made by the consultant on the District's behalf.

Tax Credits

Only those applicants that have submitted an application for an appraised value limitation prior to January 1, 2014, are eligible for tax credits. An applicant who meets this and all other requirements of Chapter 313 of the Tax Code and the agreement shall become eligible to receive tax credits under Chapter 313.

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

For tax year 2015, the District shall begin processing the applicant's tax credit request after the applicant has paid all ad valorem taxes due to the District as levied in each year of the qualifying time period, as defined by law.

For tax years beginning with tax year 2016 and thereafter, the Superintendent shall issue, on behalf of the District an annual Chapter 313 tax credit certificate to the District's tax collector, certifying the amount of tax credit, calculated in accordance with the provisions of Tax Code Chapter 313, Subchapter D, as that Subchapter existed on the date upon which the original agreement was approved by the Board. The Superintendent's annual Chapter 313 tax credit certificate shall include, at a minimum, the following:

1. The maximum allowable tax credit eligible to be paid on the qualified property for the applicable tax year;
2. The taxes which would have been due on the qualified property under the terms of the agreement, but before the tax credit is applied for the applicable tax year;
3. The amount of the tax credit actually earned by the applicant for the applicable tax year; and
4. The amount of taxes due to be paid by the applicant on the qualified property after application of the tax credit.

Tax Credit
Application
Requirements

An applicant who seeks tax credits under the Act shall file with the District a completed and signed comptroller's tax credit application form. The submission shall not be earlier than the date the property taxes are paid for the last year of the qualifying time period. The comptroller's form shall be accompanied by a tax receipt from the District's tax collector showing full payment of District ad valorem taxes on the qualified property for each year of the qualifying time period.

Applicant
Information Updates

An applicant shall keep the District updated with any changes in the following information:

1. Changes of an authorized representative.

2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement.
- ~~3.~~ Copies of any assignments of the agreement and contact information for authorized representatives of any assignees.

3.

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying a stand-alone asset, such as furniture and equipment or a new building, as capital assets shall be ~~\$5,000~~\$5,000 and an expected useful life of two or more years.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

Real Property

Personal property permanently attached or affixed to real property is not considered a stand-alone asset.

Betterments, defined as an addition, change, or extraordinary improvement made to an asset to extend its useful life, shall be capitalized if the asset has a remaining economic life of at least two years and any of the following apply:

1. Betterment is an addition to real or personal property with an expected total individual value of \$5,000 or more (including design and other fees), ~~or~~;
2. Betterment is a change, or extraordinary improvement to include replacement or renovation of existing real or personal property that has an expected total cost (or value in case of donations) of \$250,000 or more (including design and other fees), ~~or~~;
3. Betterment is considered a major space renovation per Texas Administrative Code 61.1033 (at least 50 percent of the gross area of the facility's space is within the limits of the work), ~~or~~; or
4. Betterment is funded by bonds, capital lease, or other debt and has an expected total individual value of \$5,000 or more (including design and other fees).

Land Donations

Land ~~will~~shall be capitalized regardless of cost or value.

Indirect Costs

Capital assets arising from gifts or donations ~~are~~shall be recorded at their estimated fair market value at the time of receipt.

Indirect ~~cost~~costs necessary to acquire or construct and prepare a capital asset for its intended use may be capitalized in accordance with Generally Accepted Accounting Principles (GAAP).

**School Resource
Officers**

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

Training

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

~~[See CKEC]~~

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

All school resource officers shall receive at least the minimum amount of education and training required by law.

**Integrated Pest
Management
Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time
Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized
Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

Specifications

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

Process

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal
Acceptance

The District may reject any and all proposals.

Safety Record

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE RATIFICATION OF 2023 – 2024 COUNCIL OF THE GREAT CITY SCHOOLS MEMBERSHIP FEES

BACKGROUND:

Fort Worth ISD is currently a member of the Council of the Great City Schools (CGCS). The Council of the Great City Schools (CGCS) brings together [78 of the nation’s largest urban public school systems](#) in a coalition dedicated to the improvement of education for children in the urban areas. The Council and its member school districts work to help our students meet the highest standards and become successful and productive members of society. Membership in the CGCS provides access to programs to boost academic performance, improve professional development and strengthen leadership, governance, and management.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification of 2023 – 2024 Council of the Great City Schools Membership Fees
2. Decline to Approve Ratification of 2023 – 2024 Council of the Great City Schools Membership Fees
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of 2023 – 2024 Council of the Great City Schools Membership Fees

FUNDING SOURCE: *Additional Details*

General Fund 199-41-6495-001-702-99-001-000000

COST:

\$53,421

VENDOR:

Council of the Great City Schools

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Sole Source - Price Quote and Notarized FWISD Sole Source Affidavit

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Membership in the CGCS provides access to programs to boost academic performance, improve professional development and strengthen leadership, governance, and management.

INFORMATION SOURCE:

Toni Cordova, Chief of Strategic Communications and Governance



Council of the Great City Schools
 1331 Pennsylvania Avenue, N.W., Suite 1100N
 Washington, D.C. 20004
 (202) 393-2427
 E.I.N. 36-2481232

Bill To: Dr. Angélica Ramsey
 Superintendent
 Fort Worth Independent School District
 100 North University Drive, SW-207
 Ft.Worth, TX 76107-1360

**** INVOICE ****

Date	Description	Amount Due
5/15/2023	FY 2023-2024 Membership Dues Due on or before July 1, 2023 ACH Transfer is the Preferred Payment method Account Name: Council of the Great City Schools Account Number: 6622369194 Type of Account: Checking ABA Number: 063107513 Bank Name: Wells Fargo	\$53,421.00
TOTAL:		\$53,421.00

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING
SEPTEMBER 30, 2023**

BACKGROUND:

The 2023-2024 General Fund was initially adopted on June 27, 2023. During the month ending September 30, 2023, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended September 30, 2023
2. Decline to Approve Budget Amendment for the Period Ended September 30, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended September 30, 2023

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

School(s)/Department(s)

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

**General Fund
Budget Amendment
2023-2024**

	Consolidated General Fund 2023-2024 Amended Budget 8/31/2023	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 9/30/2023
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$519,067,626	\$0	\$519,067,626
5800 State Revenue	\$265,550,256	\$0	\$265,550,256
5900 Federal Revenue	\$16,385,807	\$0	\$16,385,807
7900 Other Sources	\$500,000	\$0	\$500,000
Total Revenue & Other Sources	\$801,503,689	\$0	\$801,503,689
<u>EXPENDITURES</u>			
11 Instruction	\$469,999,029	\$298,737	\$470,297,766
12 Instruction Resources and Media Services	\$12,043,156	\$23,121	\$12,066,277
13 Curriculum and Instructional Staff Development	\$12,911,081	(\$115,630)	\$12,795,451
21 Instructional Administration	\$16,661,398	(\$268,444)	\$16,392,954
23 School Administration	\$52,725,631	\$50,076	\$52,775,707
31 Guidance and Counseling Services	\$46,782,032	\$86,258	\$46,868,290
32 Social Work Services	\$4,924,376	\$47,764	\$4,972,140
33 Health Services	\$13,018,700	\$13,481	\$13,032,181
34 Student Transportation	\$39,262,915	(\$58,499)	\$39,204,416
35 Food Services	\$426,614	\$135,512	\$562,126
36 Cocurricular/Extracurricular Activities	\$20,811,698	(\$13,862)	\$20,797,836
41 General Administration	\$26,135,521	(\$39,986)	\$26,095,535
51 Plant Maintenance and Operations	\$101,533,981	\$1,202,223	\$102,736,204
52 Security and Monitoring Services	\$16,163,392	\$1,263	\$16,164,655
53 Data Processing Services	\$34,733,476	(\$1,305,879)	\$33,427,597
61 Community Services	\$5,146,066	(\$56,135)	\$5,089,931
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,837,975	\$0	\$9,837,975
91 Contracted Instructional Services between Public Schools	\$8,422,002	\$0	\$8,422,002
95 Payments to Juvenile Justice Alt Ed Program	\$45,000	\$0	\$45,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,963,095	\$0	\$2,963,095
Total Budgeted Expenditures	\$897,547,138	\$0	\$897,547,138
Total Deficit	(\$96,043,449)	\$0	(\$96,043,449)
Beginning Fund Balance (Unaudited - Estimated)	408,517,736		408,517,736
Fund Balance-Ending (Unaudited)	\$312,474,287	\$0	\$312,474,287

September 30, 2023 Budget Amendment		Increase	Decrease	Net Effect
Function	Expenses			
11	Fund 198 - Network equipment for high school	118,275		
	Fund 199-Elementary startup cost	115,582		
	Campus/Dept. normal course of District operations	64,880		
	Overall effect on Function 11	298,737	-	298,737
12	Campus/Dept. normal course of District operations	23,121		
	Overall effect on Function 12	23,121	-	23,121
13	Fund 199-Elementary startup cost		102,964	
	Campus/Dept. normal course of District operations		12,666	
	Overall effect on Function 13	-	115,630	(115,630)
21	Fund 199-Meals for Saturday Learning Quest		132,912	
	Fund 199-Data governance analysis platform		80,221	
	Campus/Dept. normal course of District operations		55,311	
	Overall effect on Function 21	-	268,444	(268,444)
23	Campus/Dept. normal course of District operations	50,076		
	Overall effect on Function 23	50,076	-	50,076
31	Fund 199-Data governance analysis platform	86,258		
32	Campus/Dept. normal course of District operations	47,764		
	Overall effect on Function 32	47,764	-	47,764
33	Campus/Dept. normal course of District operations	13,481		
	Overall effect on Function 33	13,481	-	13,481
34	Campus/Dept. normal course of District operations		58,499	
	Overall effect on Function 34	-	58,499	(58,499)
35	Fund 199-Meals for Saturday Learning Quest	135,512		
	Overall effect on Function 35	135,512	-	135,512
36	Campus/Dept. normal course of District operations		13,862	
	Overall effect on Function 36	-	13,862	(13,862)
41	Fund 199-Data governance analysis platform		39,700	
	Campus/Dept. normal course of District operations		286	
	Overall effect on Function 41	-	39,986	(39,986)
51	Fund 198-Fire alarm replacement	794,306		
	Fund 199-Fees for District telephone service	340,000		
	Campus/Dept. normal course of District operations	67,917		
	Overall effect on Function 51	1,202,223	-	1,202,223
52	Campus/Dept. normal course of District operations	1,263		
	Overall effect on Function 52	1,263	-	1,263
53	Fund 198-Fire alarm replacements		794,306	
	Fund 198-Network equipment for high school		89,595	
	Fund 199-Fees for District telephone service		340,000	
	Campus/Dept. normal course of District operations		81,978	
	Overall effect on Function 53	-	1,305,879	(1,305,879)
61	Campus/Dept. normal course of District operations		56,135	
	Overall effect on Function 61	-	56,135	(56,135)
	Total	1,858,435	1,858,435	-

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2023-2024 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND



Fort Worth
INDEPENDENT SCHOOL DISTRICT

	ORIGINAL	ADD/ SUBTRACT	8/31/2023	ADD/ SUBTRACT	9/30/2023
Revenue and Other Sources					
5700 Local Revenue	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626
5800 State Revenue	265,550,256.00	\$ -	\$265,550,256	\$ -	\$265,550,256
5900 Federal Revenue	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807
7900 Other Sources	\$500,000	\$ -	\$500,000	\$ -	\$500,000
Total Revenue & Other Sources	\$801,503,689	\$ -	801,503,689	\$ -	801,503,689
Expenditures					
11 Instruction	\$ 452,855,627	\$17,143,402	469,999,029	\$ 298,737	\$ 470,297,766
12 Instructional Resources and Media Services	12,043,156	-	12,043,156	23,121	12,066,277
13 Curriculum and Instructional Staff Development	12,911,081	-	12,911,081	(115,630)	12,795,451
21 Instructional Administration	16,651,180	10,218	16,661,398	(268,444)	16,392,954
23 School Administration	52,725,631	-	52,725,631	50,076	52,775,707
31 Guidance and Counseling Services	46,782,032	-	46,782,032	86,258	46,868,290
32 Social Work Services	4,924,376	-	4,924,376	47,764	4,972,140
33 Health Services	13,018,700	-	13,018,700	13,481	13,032,181
34 Student Transportation	22,731,086	16,531,829	39,262,915	(58,499)	39,204,416
35 Food Services	426,614	-	426,614	135,512	562,126
36 Cocurricular/Extracurricular Activities	20,321,670	490,028	20,811,698	(13,862)	20,797,836
41 General Administration	26,130,271	5,250	26,135,521	(39,986)	26,095,535
51 Plant Maintenance and Operations	97,511,340	4,022,641	101,533,981	1,202,223	102,736,204
52 Security and Monitoring Services	15,788,569	374,823	16,163,392	1,263	16,164,655
53 Data Processing Services	30,928,534	3,804,942	34,733,476	(1,305,879)	33,427,597
61 Community Services	5,146,066	-	5,146,066	(56,135)	5,089,931
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	1,500,000	8,337,975	9,837,975	-	9,837,975
91 Contracted Instructional Services between Public Sch	8,422,002	-	8,422,002	-	8,422,002
95 Payments to Juvenile Justice Alt Ed Program	45,000	-	45,000	-	45,000
97 Tax Increment Financing	-	-	-	-	-
99 Other Intergovernmental Charges	2,963,095	-	2,963,095	-	2,963,095
Total Budgeted Expenditures	\$846,826,030	50,721,108	\$897,547,138	\$ -	\$ 897,547,138
Total Deficit	\$ (45,322,341)	(50,721,108)	\$ (96,043,449)	\$ -	\$ (96,043,449)
Beginning Fund Balance (Unaudited - Estimated)	408,517,736	-	408,517,736	-	408,517,736
Fund Balance - Ending (Unaudited)	\$363,195,395	(\$50,721,108)	\$312,474,287	\$ -	\$312,474,287

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE RATIFICATION FOR THE CONTINUATION OF THE DISTRICT’S EMPLOYEE ASSISTANCE PROGRAM**

BACKGROUND:

Fort Worth Independent School District established the Employee Assistance Program (EAP) in 1978 in order to support provision of a drug-free workplace. Initially, the service was designed to help employees with substance abuse related challenges that may influence their work. The program has expanded through the years. The current program provides free, confidential assistance with personal life problems, including, but not limited to, for employees and their families:

- Marital/Relationship issues
- Psychological/Emotional issues
- Family problems
- Legal or financial concerns
- Stress from any source
- Job-performance issues
- Drug/Alcohol related problems
- Consultation regarding EAP options

The initial period of performance for this agreement was September 1, 2018 through August 31, 2023. The agreement also included the option to extend the agreement for two (2) additional years in one (1) year increments. The option year will extend the agreement through August 31, 2024.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification for the Continuation of the District’s Employee Assistance Program
2. Decline to Approve Ratification for the Continuation of the District’s Employee Assistance Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification for the Continuation of the District’s Employee Assistance Program

FUNDING SOURCE: **Additional Details**

Internal Service Fund 753-41-6299-001-750-99-436-000000

COST:

Not-to-Exceed - \$146,000 (*Annual Amount*)

VENDOR:

Alliance Work Partners

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal Statistics

Fort Worth ISD RFP Number: 19-011
Number of Bids/Proposals received: 4
HUB Firms: 2
Compliant Bids: 4

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District - Wide

RATIONALE:

Approval of this program will provide the District with the tools to more efficiently care for the employees and their families.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

CONTRACTOR/CONSULTANT SERVICE CONTRACT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

The Fort Worth Independent School District, a political subdivision of the State of Texas and a legally constituted Independent School District located within Fort Worth, Tarrant County, Texas (hereinafter referred to as the “District”), and the individual, contractor, or consultant defined below (hereinafter referred to as “Consultant” or “Contractor”), agree that District will engage Contractor to provide services pursuant to the terms and conditions specified below. The District and Contractor collectively may be collectively referred to as the “Parties” or individually as a “Party”. “Agreement” or “Contract” will refer to this document and include only the terms and conditions found herein. Any future changes to this Agreement must be executed in writing and signed by the Parties.

Individual/Firm Name: WORKERS ASSISTANCE PROGRAM INC
Address #1: 2525 WALLINGWOOD DRIVE BUILDING 5
Address #2: AUSTIN TX 78746

1. SERVICES

1.1. Contractor will perform personally, in a manner satisfactory to the District, the following professional services (if the Contractor’s proposal or Scope of Work has been provided, attach as **Exhibit “A”**). The District’s terms and conditions in this Agreement will govern if there is a conflict between the Form 690 terms and any terms or conditions inserted in the Contractor’s proposal or Scope of Work.

Continuation of the District’s Employee Assistance Program, see Exhibit A

1.2. Unless discontinued earlier by District, the services are to be performed at the following times and places:

Any FWISD location, offsite counselor’s office, and/or phone.

1.3. Contractor will be responsible for delivering the following (if a description of the Contractor’s deliverables has been provided, summarize the deliverables below and attach them as **Exhibit “B”**), pursuant to the terms in this Agreement. The District’s terms and conditions in this Agreement will govern if there is a conflict between the Form 690 terms and any terms or conditions inserted in the Contractor’s attached deliverables.

The current program provides free, confidential assistance with personal life problems, including, but not limited to, for employees and their families: Marital/Relationship issues• Psychological/Emotional issues• Family problems• Legal or financial concerns• Stress from any source• Job-performance issues• Drug/Alcohol related problems• Consultation regarding EAP options (See Attachment 1 - Services)

1.4 Contractor agrees and acknowledges that if Contractor has submitted any responses to a District’s Request for Proposal (“RFP”) regarding the services and/or goods provided under the Agreement, that the Contractor has made certain certifications and has agreed to the terms and conditions listed on the applicable RFP. Those terms and conditions continue to be a part of the relationship between the

Contractor and the District. If there is a conflict between the terms or conditions listed in the RFP and any terms or conditions inserted in the Agreement, then the terms or conditions listed in this Agreement will govern. Additionally, Contractor agrees and acknowledges that if Contractor was procured through an applicable cooperative agreement (“Cooperative Agreement”) regarding the services and/or goods provided under the Agreement, the Contractor has made certain certifications and has agreed to the terms and conditions listed on the applicable Cooperative Agreement. Those terms and conditions continue to govern the relationship between the Contractor and the District. If there is a conflict between the terms or conditions listed in the Cooperative Agreement and any terms or conditions inserted in the Agreement, then the terms or conditions listed in this Agreement will govern. (Insert the applicable RFP number or Cooperative Agreement number below, if applicable. If not applicable, please indicate as such.)

19-011

2. TERM

- 2.1. The period of performance under this Agreement will be from 9/1/2023 or date of execution, whichever is later, through 8/31/2024 unless terminated at an earlier date as provided herein or extended by amendment to this Agreement.

3. COMPENSATION

- 3.1. As full compensation for the services provided, District will make payment following satisfactory completion of services in an amount **NOT TO EXCEED** \$146,000, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

- FIXED FEE** of \$146,000 for all services performed plus reimbursable expenses of \$0 for a **total contract amount** of \$146,000; **OR**
- PER ITEM RATE** of \$Cost Per Item per item, for items identified in **Exhibit** Exhibit Label, for Item Quantity items plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- HOURLY RATE** of \$Hourly Rate per hour for Total Hours hour(s) plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- DAILY RATE** of \$Daily Rate per day for Total Days day(s), plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price; **OR**
- MONTHLY RATE** of \$Monthly Rate per month for Total Months month(s) plus reimbursable expenses of \$Reimbursable Expenses for a **total contract amount** of \$Total Contract Price.

[The compensation rate format with completed details shall be effective even if the box is not checked.]

- 3.2. No payment in advance of or in anticipation of services to be provided under this Agreement will be made by the District with the exception of a deposit amount required by the Consultant or Contractor upon mutual agreement of Parties.
- 3.3. In no event will the cost to the District for the services to be provided, including Reimbursable Expenses, exceed the maximum **NOT TO EXCEED** amount set forth in Section 3.1. The fees due under the

Agreement will be prorated in the event either Party terminates this Agreement prior to the expiration date.

4. INDEMNIFICATION

- 4.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE THAT CONTRACTOR CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

- 4.2. CONTRACTOR MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY DISTRICT AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT MUST PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

- 4.3. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.

- 4.4. Contractor understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

5. DISTRICT'S OBLIGATIONS UNDER STATE AND FEDERAL LAW

- 5.1. Contractor acknowledges that the District is subject to the Texas Public Information Act ("TPIA"). As such, upon receipt of a request under the TPIA, the District may be required to release documents to the requestor. Contractor agrees to fully cooperate with the District in responding to public information requests involving this Agreement or the services provided herein. Contractor acknowledges that it has the responsibility to brief the Attorney General's Office on why the documents identified as confidential or proprietary fall within an exception to public disclosure.

- 5.2. Contractor acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act (“FERPA”). Contractor will receive student information from the District in compliance with the requirements and exceptions outlined in FERPA. Contractor acknowledges and agrees to comply with said law and safeguard student information. Contractor may not redisclose student information to a third party without prior written consent from the parent or eligible student. Furthermore, Contractor must destroy any student information received from the District when no longer needed for the purposes listed in the Agreement.

6. LOSS OF FUNDING AND COMMITMENT OF CURRENT REVENUE

- 6.1. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. The District will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without District incurring any liability to Vendor as a result of such termination, including early termination charges. If District terminates this Agreement pursuant to this paragraph, Contractor will have the right to collect and retain payment for services rendered to District through the termination date but will not be entitled to any early termination charges.

7. SPECIAL CONDITIONS

7.1. Standards for Financial and Programmatic Management

- 7.1.1. Where applicable, Contractor must regularly assess and monitor the progress of the student receiving services pursuant to this Agreement using District-approved assessments, and periodically forward information on the student’s progress to the District in a format to be determined by the District.
- 7.1.2. Contractor agrees to participate fully in the evaluation of the effectiveness of services provided pursuant to this Agreement. Evaluation, where possible, will include but is not limited to, the following:
 - a. Pre- and Post-intervention student performance data available in district databases, including attendance, academic performance, behavior/discipline referrals, alternative placement and promotion or graduation;
 - b. Parent, teacher, counselor, and administrator surveys; and
 - c. Other measures of key performance indicators as defined by the District.
- 7.1.3. The District’s research and evaluation department will evaluate program effectiveness using methodology the District deems appropriate, which may include, but is not limited to:
 - a. A comparison of outcome data of program participants with a matched control group of non-participants; and
 - b. Analysis of student outcome data in relation to program cost.
- 7.1.4. The Contractor must follow all District policies, regulations, and guidelines and work at the District’s direction regarding the referral of those students who are to receive services from the Contractor. The Contractor must accept all students referred for services by District personnel. In the event that referrals exceed the Contractor’s capacity to provide services, the District will determine which students are to receive services.

- 7.1.5. The Contractor is solely responsible for the provision of all appropriate supplies, equipment, and facilities necessary to provide services pursuant to this Agreement.
- 7.1.6. The District will have the right to inspect and audit the Contractor’s records and to observe services being rendered. The Contractor must provide access to all records, reports, logs, or other matters relating to this Contract for the current school year immediately upon request by the District. Fiscal records created pursuant to this Contract and records related to prior school years relating to services provided pursuant to this Contract must be maintained by the Contractor for five (5) years and must be available for audit upon twenty-four (24) hours’ notice. The Contractor must not attempt to, purport to, or actually lend the faith and credit of the District to any third person or entity.
- 7.1.7. The Contractor must furnish to the District a valid copy of its most recently adopted organizational documents (partnership agreements, bylaws, etc.), a complete and accurate list of the Governing Board of Directors (or Trustees or Partners), and timely update said information as changes occur. The Contractor must avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the District. Any employees of the Contractor that are also employees of the District must be immediately disclosed to the School District in writing. The employment of District employees by the Contractor must be in accordance with District Policy DBF (Local).
- 7.1.8. Upon request by the District, the Contractor must furnish to the District copies of the current résumés of each of its employees providing services pursuant to this Agreement.

7.2. Insurance

- 7.2.1. At all times during the Contract Term, the Contractor(s) must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best’s rating of “A” or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:
 - a. **Commercial General Liability Insurance:** The Contractor must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from the Contractor’s services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of the Contractor, its employees, agents, representatives or Contractors. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

- b. **Automobile Liability Insurance:** The Contractor must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering the Contractor and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.
- c. **Workers' Compensation/Employers' Liability:** Contractor shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.
- d. **Professional Liability Insurance:** The Professional Liability Insurance provided by the Contractor must conform to the following requirements:
- The Contractor's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
 - If on a claims-made basis, the Contractor must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
 - The minimum limits to be maintained by the Contractor are, as follows:

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.
- e. **Umbrella Insurance Policy:** The Contractor must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.

7.2.2. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such

insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the Contractor's Policy(ies) required under this Agreement.

- 7.2.3. Upon District's request, the Contractor must furnish the District with certificates of insurance evidencing the Contractor's insurance coverage is consistent with the terms of this Agreement. The Contractor must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to the Contractor. Additionally, the Contractor must be liable to the District for any and all damages incurred due to the Contractor's failure to perform the agreement terms. The Contractor must name the District as an additional insured.

7.3. Student Records

- 7.3.1. All student records must be kept in a secure location preventing access by unauthorized individuals. The Contractor will maintain an access log delineating the date, time, agency, and identity of any individual accessing student records that is in the direct employ of the Contractor. The District will have the right to inspect and audit the Contractor's use of student records at any time upon twenty-four (24) hours' notice. The Contractor agrees to provide access to and copies of student records to the District and/or the parents/guardians of the student. The Contractor must not forward to any other person other than the parents/guardians or the District any student record without the written consent of the parent/guardian and the District, as required by FERPA and all other state or federal privacy laws. Upon completion or termination of this agreement, the Contractor must turn over to the District all student records for the District's eligible students to whom the Contractor has provided services under this agreement.
- 7.3.2. Contractor agrees to comply with all applicable Protection of Pupils' Rights Amendment provisions, as found in 20 U.S.C.S. § 1232h, and applicable Code of Federal Regulations sections promulgated by the United States Department of Education.
- 7.3.3. The Contractor may collect, use, and disclose "personal information," as defined in the Children's Online Privacy Protection Act ("COPPA"), from students under the age of thirteen (13) only to the extent permitted by COPPA. Contractor must comply with other applicable provisions of COPPA and all other state or federal privacy laws.

7.4. Criminal Background Check

- 7.4.1. The Contractor must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of the Contractor working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. The Contractor must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by the Contractor. If the Vendor is the person, owner, or operator, of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
- 7.4.2. The Contractor must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees

and volunteers working with students of the District. Contractor must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a “location where students are regularly present.” A photographic identification badge, issued by a District approved third party company at the Contractor’s expense, must identify the Contractor’s employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. Contractor's violation of any portion of this section constitutes a breach of contract.

- 7.4.3. The Contractor agrees that its employees and volunteers will not work with the District’s students prior to the receipt of acceptable results of the employees’ or volunteers’ criminal background check.
- 7.4.4. The Contractor must give notice to the District prior to performing services under this Contract if the Contractor or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. Subsection 7.4.4 does not apply to a publicly held corporation.

7.5. Accident and Incident Reporting

- 7.5.1. The Contractor agrees to notify the School District immediately of any accident or incident where a student has suffered an injury, a student has injured another individual, an activity has occurred requiring notification of law enforcement or emergency personnel or the Contractor has information that may be detrimental to the health or safety of any students or that may inhibit the Contractor’s performance of this agreement.
- 7.5.2. The Contractor must further require that all employees, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law. When the goods or services are to be provided at a District campus or facility where students are present, Contractor agrees to provide annual training to all its employees regarding the mandated reporting of child abuse and missing children. Where applicable, the Contractor agrees that all staff members will abide by such laws in a timely manner.
- 7.5.3. The Contractor must submit immediately by email, facsimile, or mail, within twenty-four (24) hours, an accident or incident report to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to the following: all allegations of molestation, child abuse, or missing children under the Contractor’s supervision.

7.6. Inappropriate Behavior

- 7.6.1. Sexual harassment of employees of the Contractor, employees of the District, or students of District by Contractor or Contractor’s employees is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct is subject to immediate removal from District property.
- 7.6.2. Contractor and all individuals under its control must comply with District Board Policies, which are available at the following web address: <https://pol.tasb.org/Home/Index/1101>. In the event that Contractor or an individual under its control violates a District Board Policy, the District may

terminate this Contract without penalty, or otherwise require the Contractor to exclude the violating individual from performing services under this Agreement.

- 7.6.3. The Contractor will be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor. It is understood and agreed that the relationship of Contractor to District will be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to: (1) make Contractor the agent, servant, or employee of the District; or (2) to create any partnership, joint venture, or other association between District and Contractor. Any direction or instruction by any of the District's authorized representatives with respect to the work being done under this Agreement will relate to the results the District desires to obtain from the Contractor and must not affect Contractor's independent contractor status described herein.
- 7.6.4. Contractor must enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free, and weapon-free, policies and zones, which will require compliance with those policies and zones by Contractor's employees, subcontractors, and all other persons carrying out the Agreement. Contractor must also require adequate and appropriate dress and identification of Contractor's employees, subcontractors, and all other persons carrying out work under this Agreement. When the goods or services contracted for are to be provided at a District campus or facility where students are present, the Contractor must further ensure that no on-site fraternization will occur between personnel under the Contractor's supervision and District's students, employees, or the general public. Failure of an individual to adhere to these standards of conduct will result in immediate removal from the site.

7.7. Applicable Laws

- 7.7.1. The Contractor agrees to be bound by any amendments to any State or Federal laws referenced in this Contract or which affect the services described herein upon the effective date of such amendments.

8. MISCELLANEOUS

- 8.1. Termination. Either Party may terminate this Agreement at any time, with or without cause.
- 8.2. Credentials. In the event that this Agreement is for Professional Services, Contractor agrees that all required certifications, licensures, and credentials will be maintained at all times.
- 8.3. Conflict of Interest. The Contractor, by signing this Agreement, certifies that the Contractor does not have a conflict of interest relative to the services to be rendered on behalf of the District.
- 8.4. Confidentiality. The Contractor further understands that the Contractor is serving as a fiduciary of the District and hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. For purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), Contractor agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- 8.5. Proprietary Rights. With the exception of previously registered copyright or trademark materials of the Contractor, Contractor agrees that all reports, studies, plans, models, drawings, specifications, and any

other information or data of any type relating to its activities hereunder, will remain the property of the District and must not be used or published by Contractor or any other Party related to Contractor without the express prior written consent of the District. Furthermore, Contractor understands that products produced as a result of this contract are the sole property of the District and may be reused by the District at any time without further compensation and without any restrictions.

- 8.6. Independent Contractor. It is expressly understood and agreed by both Parties that the District is contracting with the Contractor as an independent contractor. Each Party and the officers, employees, agents, subcontractors, or other Contractors thereof will not be deemed by virtue of this contract to be the officers, agents, or employees of the other Party. The District will not deduct Federal income taxes, FICA (Social Security), or any other taxes an employer is required to deduct, as this is the responsibility of the Contractor.
- 8.7. Taxes. The Contractor must not require the District to pay taxes of any kind.
- 8.8. Insurance. The Contractor must carry and maintain such professional liability and errors and omissions insurance covering the services provided under this Agreement, as is acceptable to and approved by the District. The fees for such insurance will be at the expense of the Contractor.
- 8.9. Hold Harmless. The District and its employees can neither agree to hold the Contractor harmless nor agree to indemnify the Contractor, and any contracts or provisions to the contrary are void.
- 8.10. Waivers. The Parties expressly agree that no provision of this agreement is in any way intended to constitute a waiver by the District of any immunities from suit or from liability that the District may have by operation of state or federal law. A waiver by either of the Parties of any of the covenants, conditions, or agreements hereof to be performed by the other Party must not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition, or agreement herein contained.
- 8.11. Assignment. The rights, responsibilities, and duties under this contract are personal to the Contractor and must not be transferred or assigned without the express prior written approval of the District.
- 8.12. Non-Discrimination. The Contractor certifies that it is an equal opportunity employer. It conducts all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.
- 8.13. Purchase Order. The District is not obligated to honor the terms and conditions of this agreement until a valid purchase order is issued.
- 8.14. Boycott Israel. Pursuant to Texas Government Code § 2271.002, to the extent that Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.
- 8.15. Anti-Terrorism. Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, Contractor affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.
- 8.16. Retention of Contracting Information. Pursuant to District Board Policy CHE(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Contractor agrees

that the Agreement may be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 8.17. Governing Law and Venue.** This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.
- 8.18. Alternative Dispute Resolution.** Claims and disputes associated with this Agreement will not be resolved by arbitration or other alternative dispute resolution processes unless court-ordered or otherwise mutually agreed to in writing by both Parties.
- 8.19. Entire Agreement Modifications.** All oral or written agreements between the Parties hereto relating to the subject matter of this agreement have been reduced to writing and are contained herein. This Agreement supersedes all prior agreements, written or oral, between Contractor and District and must constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof with the exception of any response by Contractor to the District's Request for Proposals, if any. This agreement and each of its provisions must be binding upon the Parties and may not be waived, modified, amended, or altered except by a written amendment signed by District and Contractor.
- 8.20. Binding Effect.** This Agreement must be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.
- 8.21. Captions.** The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.
- 8.22. Severability.** In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.
- 8.23. Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this Contract for failures of performance resulting from acts or events beyond the reasonable control of such Party including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- 8.24. Notice.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

8.24.1. To District: Fort Worth Independent School District
Name of District Contact: David Megginson
Address: 7060 Camp Bowie Blvd.
Fort Worth, TX 76116

8.24.2. With Copies to: Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

8.24.3. To Contractor:

Contractor Firm Name: Workers Assistance Program, dba Alliance Work Partners
Name of Vendor Contact: Nicola Leach
Address: Nicola Leach
2525 WALLINGWOOD DRIVE BUILDING 5
AUSTIN, TX 78746

- 8.25. Prohibition On Contracts With Companies Boycotting Certain Energy Companies.** If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.
- 8.26. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries.** If Consultant is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, Consultant verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

[Signature Page Follows]

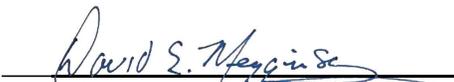
ELECTRONIC SIGNATURE

The Parties here agree to execute this Agreement either in writing or by electronic signature. Pursuant to the Texas Business & Commerce Code Ann., §322.007, an electronic signature of this Agreement satisfies the legal requirements of signatures by the Parties.

In witness of the Agreement above, the Board of Education of the Fort Worth Independent School District and the Contractor, acting by their duly assigned and authorized representatives, have executed this Agreement to be effective as of the latest date on which it is signed by the authorized representatives of the Parties.

BY SIGNING, THE PARTIES AGREE UNDER PENALTY OF PERJURY UNDER THE LAWS OF TEXAS THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT.

FOR DISTRICT:

Signed: 
Name: David Megginson
Title: Senior Officer
Date: 9/26/2023
Req. #: 12400690

FOR CONTRACTOR:

Signed: 
Scott Terres (Oct 3, 2023 09:39 CDT)
Name: Scott Terres
Title: Vice President, Alliance Work Partners
Date: September 26, 2023

SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed: _____
Dr. Angélica M. Ramsey
Superintendent of Schools
Date: _____

Business Organization: (Check one)

- Corporation
- Partnership
- Individual/Sole Proprietor
- Limited Liability Company (LLC)
- Other Entity Type: 501(c)3 private non-profit

APPROVED AS TO FORM:

Signed: 
Legal Counsel for District
Date: 10/03/2023

Contractor Employer ID #:

74-1847991

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE ERP PROJECT MANAGEMENT CONSULTANT SERVICES**

BACKGROUND:

Over the course of the last year and a half, the District was notified that its current time keeping system will be sunset in December 2025. Additionally, the District’s finance and human resources system is currently maintained on the District’s servers (self-hosted). Newer versions of this software will require a move to the vendor’s hosted solution. Given the complexities of the current system as well as the lack of full integration across multiple functions, the District has determined that it is in its best interest to conduct a needs assessment and evaluate all facets of its existing systems to ensure that the best course of action is taken.

The Business Intelligence Department, Payroll and Benefits Department, Talent Management Department and IT Department have solicited the services of an ERP Project Management Consultant in order to coordinate the work necessary to evaluate, procure, select, train and implement a new or updated system. A Request for Proposal was developed to solicit responses for this work. The District received multiple responses and selected the three highest ranked proposals for interviews. Interviews were conducted and a final vendor was selected by the evaluation committee.

The project is anticipated to run from the date of the board approval through August 31, 2025.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve ERP Project Management Consultant Services
2. Decline to Approve ERP Project Management Consultant Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve ERP Project Management Consultant Services

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6299-001-999-99-402-000000

COST:

Not-to-Exceed - \$900,000

VENDOR:

Plante Moran

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation Statistics

Bid Number: 24-019

Number of Responses: 10

Compliant Bids: 10

The above solicitation has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this contract.

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Business Intelligence

Payroll and Benefits

Information Technology

Talent Management

RATIONALE:

In order to run effectively, the District must ensure that its ERP functions are fully operational and integrated. With systems becoming outdated or sunseting, the District must take the necessary steps to ensure its systems remain fully functional.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: **APPROVE PURCHASE OF CHARGING CARTS FOR STUDENTS AT
THE LEADERSHIP ACADEMIES AT FOREST OAK MIDDLE SCHOOL
AND FOREST OAK 6TH GRADE****

BACKGROUND:

The Leadership Academy at Forest Oak Middle School and Forest Oak 6th grade received MacBooks in accordance with the District’s protocols. The Leadership Academy Network has identified a need to store and charge the devices while at school.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Charging Carts for Students at the Leadership Academies at Forest Oak Middle School and Forest Oak 6th Grade
2. Decline to Approve Purchase of Charging Carts for Students at the Leadership Academies at Forest Oak Middle School and Forest Oak 6th Grade
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Charging Carts for Students at the Leadership Academies at Forest Oak Middle School and Forest Oak 6th Grade

FUNDING SOURCE: **Additional Details**

ESSER Fund	282-11-6299-LDA-045-24-950-000000-22F32.....	\$5,880.00
	282-11-6299-LDA-064-24-950-000000-22F32.....	\$2,240.00
	282-11-6399-LDA-045-24-950-000000-22F32.....	\$1,726.00
	282-11-6399-LDA-064-24-950-000000-22F32.....	\$657.80
	282-11-6398-LDA-045-24-950-000000-22F32.....	\$37,170.00
	282-11-6398-LDA-064-24-950-000000-22F32.....	\$14,160.00

COST:

\$61,833.80

VENDOR:

Bluum of Texas, LLC

PURCHASING MECHANISM:

Cooperative Agreement

TIPS Contract # 200904

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Leadership Academy at Forest Oak
Leadership Academy at Forest Oak 6th Grade
Texas Wesleyan University
Strategic Initiatives & Partnerships

RATIONALE:

This purchase will allow the students at the Leadership Academies at Forest Oak Middle School and Forest Oak 6th Grade to easily access fully charged and safely stored devices, while ensuring that teachers can quickly transition into instruction each period.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships



Quote

Bluum of Texas, LLC (formerly known as CDI Dallas, LLC)
 4675 E Cotton Center Blvd
 Suite 155
 Phoenix AZ 85040
 602-437-7240
 www.bluum.com

#291420

09/12/2023

Bill To
 Fort Worth ISD
 100 N UNIVERSITY STE NW 140-E
 Fort Worth TX 76107

Ship To
 Fort Worth ISD
 100 N UNIVERSITY STE NW 140-E
 Fort Worth TX 76107

Memo:

Expires	Sales Rep	Contract	Terms
12/11/2023	864 AJ Flores	200904 TIPS	Net 30

Qty	Item	MFG	Price	Ext. Price
58	CHARGE36C+ AVer E36c+ (36 Device Economic Charge Cart)	Aver	\$885.00	\$51,330.00
116	ABUS PSL-7BU	Synnex	\$20.55	\$2,383.80
58	Bluum -Delivery -Assembly -Install and wire manage campus provided charging brick and cable in charging cart, configure cart, if applicable -Asset tag with FWISD provided asset tags, provide asset data with asset tag, serial number, room number to FWISD -Dispose of packaging materials off site	Bluum	\$140.00	\$8,120.00

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

Subtotal	\$61,833.80
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$61,833.80



CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE 2023 - 2024 DISTRICT IMPROVEMENT PLAN**

BACKGROUND:

Texas Education Code § 11.252 states that each school district shall have a district improvement plan that is developed, evaluated, and revised annually, in accordance with district policy. The purpose of the district improvement plan is to guide district and campus staff in the improvement of student performance for all student groups in order to attain state standards in respect to the student achievement indicators adopted under Section 39.053. The district improvement plan must include provisions for:

1. A comprehensive needs assessment addressing performance on the achievement indicators, and other appropriate measures of performance, that are disaggregated by all student groups served by the district.
2. Measurable district performance objectives for all appropriate achievement indicators for all student populations and other measures of student performance that may be identified through the comprehensive needs assessment.
3. Strategies for improvement of student performance.
4. Strategies for providing to elementary school, middle school, junior high school, and high school students, those students' teachers and school counselors, and those students' parents information about higher education admissions and financial aid opportunities, including state financial aid opportunities; the need for students to make informed curriculum choices to be prepared for success beyond high school; and sources of information on higher education admissions and financial aid.
5. Resources needed to implement identified strategies.
6. Staff responsible for ensuring the accomplishment of each strategy.
7. Timelines for ongoing monitoring of the implementation of each improvement strategy.
8. Formative evaluation criteria for determining periodically whether strategies are resulting in intended improvement of student performance.
9. The policy under Education Code 38.0041 addressing sexual abuse and other maltreatment of children. [See FFG]
10. The trauma-informed care policy required under Education Code 38.036. [See FFBA]

District Improvement Plan Link: (District's Intranet)

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

STRATEGIC GOAL:

- 1 - Increase Student Achievement

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: **APPROVE PURCHASE OF CONSULTING SERVICES TO SUPPORT THE SYSTEM OF GREAT SCHOOLS INITIATIVE**

BACKGROUND:

Fort Worth ISD has been a part of the System of Great Schools (SGS) since 2017. SGS provides districts support by taking strategic actions to improve school options. As a part of the program, each district is assigned an Executive Advising (EA) firm by the Texas Education Agency. The District’s work with SGS focuses on the need to use available data and community input to ensure the District is providing families with the educational experience they need and want. This purchase would allow the District to continue to support the work of the Fort Worth ISD around strategic actions.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Purchase of Consulting Services to Support the System of Great Schools Initiative
2. Decline to Approve Purchase of Consulting Services to Support the System of Great Schools Initiative
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Consulting Services to Support the System of Great Schools Initiative

FUNDING SOURCE: Additional Details

Special Revenue 282-21-6291-001-999-24-417-000417-22F32

COST:

\$145,000

VENDOR:

Empower Schools, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-C

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Strategic Initiatives and Partnerships

RATIONALE:

This Executive Advising Firm (consultant) will support the District by using the available data to map out possible solutions that will contribute to Fort Worth ISD's strategic goals. This information will allow the District to plan the deployment of strategies to address enrollment trends, Choice school demands, school supports, and school designs. In addition, the consultant will directly support the district with the project management of strategies that are adopted by Fort Worth ISD.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

Budget Overview

Empower Schools is a nonprofit organization committed to advancing opportunities for all students. As a nonprofit, we are able to keep costs low and access local and national philanthropic support to meet our partners’ needs. This proposal is customized to provide high-quality tailored support specific to the needs of Fort Worth ISD.

Budget Breakdown	
Proposed Services	Estimated Cost (Up to)
Framework for District Strategy and Priorities	\$30,000
Data-Driven School Planning Process	\$75,000
Support to Division of Strategic Initiatives and Partnerships	\$85,000
TEA Participation, Engagement and Compliance	\$15,000
Travel	\$10,000
Minus TEA Contribution	-\$70,000
= Total FWISD Contribution	\$145,000

The budget for the activities and supports proposed in this scope of work is based on an overall estimate of time that Empower team members and expert consultant partners will work on the activities, including travel. As several of these activities are aligned to TEA’s System of Great Schools Program, we anticipate that TEA will contribute \$30,000 for baseline support and \$40,000 through Further Faster, resulting in a **total cost to Fort Worth ISD not to exceed \$145,000**. Empower will submit monthly invoices that include a detailed summary of completed work activities aligned to the project activities and only invoice for work completed.

Please direct all vendor, budget, and invoice questions to Janine Pires, Manager of Finance and Operations, at janine@empowerschools.org.

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE
JPS SCHOOL-BASED PEDIATRIC AND ADOLESCENT BEHAVIORAL
HEALTH SERVICES AND FORT WORTH ISD FOR BEHAVIORAL
HEALTH SERVICES**

BACKGROUND:

Texas Child Health Access Through Telemedicine (TCHATT) is a program offered through JPS that provides limited, free telemedicine therapy to all children in Texas school districts. The program allows children of families who have opted in to receive evidence-based emotional health therapy virtually from home or school. The program was created to improve the lives of Texas children dealing with changes in their behavior or mood, experiencing thoughts of suicide or self-injury, or challenges in their relationships.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between JPS School-Based Pediatric and Adolescent Behavioral Health Services and Fort Worth ISD for Behavioral Health Services
2. Decline to Approve Memorandum of Understanding Between JPS School-Based Pediatric and Adolescent Behavioral Health Services and Fort Worth ISD for Behavioral Health Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between JPS School-Based Pediatric and Adolescent Behavioral Health Services and Fort Worth ISD for Behavioral Health Services

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Tarrant County Hospital District, d/b/a JPS Health Network

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

School-Based Health Partnerships

RATIONALE:

In partnership with the consenting parent/guardian, this system connects thousands of students with care annually. TCHAT is available to all students at no cost to the family or the district. Programs like TCHAT ensure that all students can receive access to high quality mental health services in a timely manner by addressing factors that could impact the student's academic success, such as behavioral issues, ability to focus, motivation, fatigue, social isolation, risk of harm to self or others.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

**AGREEMENT FOR THE PROVISION OF SCHOOL-BASED
PEDIATRIC AND ADOLESCENT BEHAVIORAL HEALTH SERVICES**

This Agreement for the Provision of School-Based Pediatric and Adolescent Behavioral Health Services (“Agreement”) via telemedicine and telehealth, in collaboration with the Texas Child Health Access Through Telemedicine (“TCHAT”), an initiative of the Texas Child Mental Health Care Consortium (“TCMHCC”), is effective October 24, 2023 (“Effective Date”), and entered into by and between **Tarrant County Hospital District, d/b/a JPS Health Network (“JPS”)** and **Fort Worth Independent School District**, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas (“District” or “FWISD”). Each of JPS and FWISD may be referred to individually as a “Party” to this Agreement and they may be referred to collectively as the “Parties” to this Agreement.

RECITALS

WHEREAS, JPS, in furtherance of its statutory obligation to provide health care services to the indigent and needy residents of Tarrant County, Texas, owns and operates a fully accredited, integrated health care delivery system providing health care services throughout and serving the residents of Tarrant County, Texas; and

WHEREAS, FWISD is a Texas public school district and wishes to establish TCHAT services (as defined herein) at one or more of its school campuses; and

WHEREAS, University of North Texas Health Science Center (“UNTHSC”) is a Health-Related Institution (“HRI”) member of the TCMHCC and has been funded by Senate Bill 11 (86R) to provide access to limited school-based behavioral health services via Telemedicine and/or Telehealth (each as defined herein) in schools; and

WHEREAS, the role of the TCHAT initiative is to provide initial intervention and assessment of these students and referral, if necessary; and

WHEREAS, the TCHAT initiative is designed to provide school counselors with short-term school-based access to up to four (4) visits per academic year with a mental health professional for children in need of mental health services for at-risk children and adolescents; and

WHEREAS, JPS maintains a Department of Psychiatry capable of managing the delivery of Telemedicine and Telehealth services, and considerable experience in Telemedicine and Telehealth encounters for such services; and

WHEREAS, JPS therefore has agreed to act as the service provider of UNTHSC with respect to such Telemedicine and Telehealth; and

WHEREAS, it is the Parties’ intention to mutually establish and maintain quality TCHAT services to benefit the residents of Tarrant County, Texas, and the Eligible Children (as defined herein); and

WHEREAS, the FWISD desires to participate in carrying out the objectives associated with the TCHAT and desires to engage the services of JPS and JPS desires to provide such services to FWISD.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, JPS and FWISD hereby agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Agreement:** Agreement shall mean this Agreement between JPS and FWISD for the Provision of Pediatric and Adolescent Behavioral Health Services.
- 1.2 **Eligible Child:** Eligible Child shall mean an individual who is 22 years old or younger and resides within the boundaries of FWISD or is enrolled at a FWISD school.
- 1.3 **FERPA:** FERPA shall mean the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and the regulations promulgated thereunder, as amended.
- 1.4 **FWISD School Nurses:** FWISD School Nurses shall mean licensed vocational nurses or registered nurses duly authorized to practice nursing in the State of Texas and employed as school nurses by FWISD.
- 1.5 **Health Care Team:** The Health Care Team shall mean the staff/personnel (as determined in JPS's sole discretion) providing TCHAT services which may be comprised of: (i) a supervising physician; (ii) a mid-level provider (Nurse Practitioner or Physician Assistant); (iii) licensed social workers; (iv) licensed professional counselors; and/or (v) a registration representative. Decisions regarding TCHAT (defined herein) staffing levels and adjustments to TCHAT staffing configurations shall be determined at the sole discretion of JPS.
- 1.6 **HIPAA:** HIPAA shall mean the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) and the regulations promulgated thereunder, as amended.
- 1.7 **Protected Health Information or "PHI":** Protected Health Information or PHI shall mean health information, including demographic information collected from an individual, that: (i) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (iii) identifies the individual or can reasonably be used to identify the individual; and (iv) is transmitted or maintained in any form or medium.
- 1.8 **Student Education Records:** Student Education Records shall mean the TCHAT Patients' confidential student education records as that term is defined and utilized in FERPA and the regulations promulgated thereunder, as amended.
- 1.9 **TCHAT Patients:** TCHAT Patients shall mean any Eligible Child (as defined herein) offered or provided Telemedicine or Telehealth under this Agreement.
- 1.10 **Telehealth Services (Telehealth):** Telehealth Service shall mean a health service, other than a Telemedicine Service (as defined herein), delivered by a health professional licensed, certified, or otherwise entitled to practice in this state and acting within the scope of the health professional's license, certification, or entitlement to a patient at a different physical location than the health professional using telecommunications or information technology.
- 1.11 **Telemedicine Services (Telemedicine):** Telemedicine Services shall mean a health care service delivered by a physician licensed in this state, or a health professional acting under the delegation

and supervision of a physician licensed in this state, and acting within the scope of the physician's or health professional's license to a patient at a different physical location than the physician or health professional using telecommunications or information technology.

ARTICLE 2. TERM AND TERMINATION

- 2.1 This Agreement shall commence on the Effective Date and shall continue for a period of **five (5) years**.
- 2.2 The Agreement may be renewed thereafter by mutual agreement of the Parties for one or more additional terms. Any renewal of this Agreement shall be in writing and executed by both Parties.
- 2.3 Either Party may terminate this Agreement, with or without cause, upon thirty (30) calendar days' written notification to the other Party. Notice of termination shall be given by prepaid certified or registered mail and shall be deemed to be given on the date so delivered.
- 2.4 Performance by JPS under this MOU may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"), including without limitation the funding of the TCMHCC, and/or allocation of funds by the Board of Regents of the UNTHSC University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then JPS will issue written notice to FWISD and JPS may terminate this MOU without further duty or obligation hereunder. FWISD acknowledges that appropriation, allotment, and allocation of funds are beyond the control of JPS.

ARTICLE 3. TCHATT PROJECT

The TCHATT Project is described and set forth in **Exhibit A** which is attached hereto and incorporated herein for all purposes.

ARTICLE 4. JPS PERSONNEL

- 4.1 **Project Director.** JPS shall designate a Project Director to be responsible for general guidance and technical direction of all work undertaken by JPS, pursuant to Exhibit A.
- 4.2 **Health Care Providers.** JPS will hire, train, and supervise licensed healthcare providers to deliver Telemedicine Services in accordance with the provisions of Exhibit A.
- 4.3 **Staff.** JPS will hire, train, and supervise such other and additional support staff as JPS deems necessary, in its sole discretion, to coordinate TCHATT services as set forth in the TCHATT Project and Exhibit A.
- 4.4 **Clinical Services and Health Care Team.** JPS will provide a Health Care Team for the provision of clinical services to TCHATT Patients. The clinical services to be provided by the Health Care Team, at JPS's sole discretion, and under the direction of a supervising physician (who, at JPS's sole discretion, may or may not be onsite), may include, without limitation the following: behavioral health assessment, behavioral health evaluation, psychotherapy, and referral for laboratory testing based upon the Health Care Team's assessment.
 - 4.4.1 JPS Personnel shall confer with the FWISD School Nurses regarding appropriate triage, referral, and follow-up with respect to the Health Care Team's prescribed treatments to the TCHATT Patients.

4.4.2 With respect to TCHATT Patients requiring services offered by other Tarrant County agencies, the Health Care Team shall have the discretion to refer such TCHATT Patients to such other Tarrant County agencies, as and when, in its sole discretion, it deems appropriate and necessary.

4.5 FWISD understands that JPS is a member of the TCMHCC, a multi-institution organization, and FWISD agrees that, from time to time, some or all of the services provided under this MOU may be provided by a different member institution.

ARTICLE 5. FWISD PERSONNEL

FWISD shall designate at least one (1) individual to fulfill each of the following four (4) positions, which are critical to the work:

5.1 FWISD Lead. The FWISD Lead shall hold a position of central office or high-level authority and may be the district's Superintendent, Assistant Superintendent, Director of Health Services, Director of Counseling, or person of other similar authority. The FWISD Lead shall be responsible for high-level oversight of FWISD's participation in the TCHATT Project. The FWISD Lead shall be responsible for identifying key personnel, securing approvals and resources to effectively implement the district's responsibilities as set forth in Exhibit A, and ensuring that FWISD implementation of TCHATT complies with the HIPAA and FERPA regulations and requirements, and the terms of this Agreement and of **Exhibit A** and **Exhibit B**. The FWISD Lead shall work collaboratively with JPS personnel to assess and improve TCHATT implementation.

5.2 Campus Liaison. FWISD shall designate a Campus Liaison who shall be responsible for the utilization of the TCHATT Telemedicine and Telehealth Services on an individual school campus. The Campus Liaison may access the TCHATT equipment and virtual Telemedicine and Telehealth platform to request appointments, share documents, and facilitate virtual Telemedicine and Telehealth sessions for Eligible Students. The Campus Liaison shall complete a virtual or in-person training delivered by JPS prior to requesting behavioral health services for an Eligible Student via the TCHATT Telemedicine and Telehealth platform in accordance with the provisions of Section 6.3. One individual may serve as a Campus Liaison for multiple participating campuses if the Campus Liaison is capable of performing the duties of the Campus Liaison outlined by this Section 5.2 on all such campuses.

5.3 Alternate Campus Liaison. This person shall serve as a backup for the Campus Liaison if or when the Campus Liaison is unable to perform the duties described in this section. This person may be a school counselor, nurse, or other on-site campus staff member who can identify students in need of TCHATT services and facilitate consent form processing and session scheduling for children and families. This person must complete JPS TCHATT training prior to requesting TCHATT sessions for students. One individual may serve as an Alternate Campus Liaison for multiple participating campuses if the Alternate Campus Liaison is able to perform the duties outlined by this section.

5.4 Technology Contact. This person shall serve as a point of contact for troubleshooting technical issues, including district/campus firewalls, district/campus Internet connection, software compatibility, and other issues directly related to TCHATT implementation.

5.5 In the event that any of the FWISD Lead, Campus Liaison, Alternate Liaison, or Technology Contact ceases employment with FWISD or becomes unable or unwilling to perform in his or her designated capacity, FWISD shall promptly designate another appropriate individual to fill such role. The Parties will cooperate to train each replacement designee promptly to avoid or minimize any lapse in TCHATT Services for the TCHATT Patients.

- 5.6 FWISD shall promptly notify JPS if the FWISD Lead, Campus Liaison, Alternate Liaison, or Technology Contact ceases employment with FWISD or becomes unable or unwilling to perform in his or her designated capacity, and shall promptly notify JPS of the replacement designee once so designated. Such notices shall be sent to JPS via email to jpstchatt@jpshealth.org.

ARTICLE 6. JPS RESPONSIBILITIES

- 6.1 **Equipment and Service Delivery Platform.** JPS will provide all TCHATT providers with all of the equipment, including video equipment, hardware, and software, necessary to implement TCHATT on FWISD campuses. JPS shall provide Campus Liaisons access to a Telemedicine and Telehealth Service delivery platform that will permit session scheduling capability, video conferencing capability for individuals in multiple sites to participate in sessions, and FERPA- and HIPAA-compliant protection of patient records.
- 6.2 **Set-Up.** JPS will conduct an on-site visit to the school campus to ensure the appropriateness of the physical space that is designated for participation in TCHATT Telemedicine and Telehealth Services. If a specific physical space is determined inappropriate for participating in TCHATT Telemedicine and Telehealth Services, JPS will consult with district or campus personnel to recommend ways FWISD can bring the space into compliance or to identify an alternative space. Out of scope: Costs of alteration of physical space; purchase of furniture; purchase of internet service, server space, or devices unrelated to TCHATT; and regulatory compliance costs (if any).
- 6.3 **Training.** JPS will provide start-up training to FWISD Lead and Campus Liaisons on:
- Identification of students who could benefit from TCHATT services;
 - Access to and use of required TCHATT software
 - Effective facilitation of TCHATT Telemedicine and Telehealth sessions; and
 - Protection of patient records in compliance with HIPAA.
- 6.4 **Technical Support.** JPS shall provide ongoing consultation to address questions or problems with TCHATT software that may be identified by FWISD. Out of scope: Technical support for and maintenance of equipment and services unrelated to TCHATT.
- 6.5 **Short-Term Behavioral Health Services and Referrals.** JPS will provide a diagnostic evaluation and up to four (4) short-term behavioral health sessions per academic year via Telemedicine per student whom the Campus Liaison identifies as in need of TCHATT services. JPS will hire, train, and supervise licensed healthcare providers to deliver Telemedicine and Telehealth Services. Short-term behavioral health services may include psychiatric assessment and consultation. JPS shall provide referrals to local mental health providers, when possible, to students who need follow-up or long-term services. Out of scope: Long-term behavior health care services.
- 6.6 **Data Collection, Sharing, and Security.** JPS will store and share all student/patient information it collects under this Agreement from a student or parent or from the FWISD in compliance with HIPAA and FERPA regulations. Data received directly from FWISD will be governed in accordance with the Data Sharing Agreement between the Parties.

ARTICLE 7. FWISD Responsibilities

- 7.1 **Set-Up.** FWISD will designate a physical space in each participating campus in the district that is appropriate for Campus Liaisons and students to participate in TCHATT Telemedicine and Telehealth Services. If a physical space is determined inappropriate for participating in Telemedicine and Telehealth Services, JPS will consult with district or campus personnel to

recommend ways the FWISD can bring the space into compliance or identify an alternative space. FWISD is responsible for bringing the space into compliance, if possible, or identifying an alternative space. If FWISD cannot provide an appropriate space for participation in TCHAT Telemedicine and Telehealth Services at a participating campus, the campus cannot participate in TCHAT Telemedicine and Telehealth Services.

- 7.2 Alternate Space.** If, after the initial designation has been made, FWISD wishes to designate an alternative space for participation in TCHAT Telemedicine and Telehealth Services in a participating campus, FWISD must notify JPS of the intent to change the space and no Telemedicine or Telehealth Services can be delivered in the alternative space until JPS views the space and determines that it is appropriate for participation in TCHAT Telemedicine and Telehealth Services.
- 7.3 Parent/Guardian Consent.** The FWISD shall collect written consent from a parent or guardian for each student who participates in the TCHAT initiative prior to the student participating in TCHAT services. The consent shall be in the form of the document attached as **Exhibit B**, or such updated consent form as may be provided by JPS to FWISD from time to time. JPS will not provide any services to any student unless it has a signed and valid parent or guardian consent on file.
- 7.4 Reports and Records Inspection.** FWISD agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHAT Project to JPS for its reporting requirements to the TCMHCC or UNTHSC. Reports shall be sent to the JPS Project Director. Furthermore, FWISD agrees to retain all progress reports, statistical records, and all other records pertinent to this Agreement for a minimum of four years from the termination date of this Agreement.

ARTICLE 8. INDIVIDUALIZED EDUCATION

Individualized education regarding a TCHAT Patient's healthcare and treatment may be provided as the TCHAT Patient's educational needs are identified by the Health Care Team. Services to dependent minors related to family-life responsibilities such as counseling about teenage growth and development, personal responsibility, and decision-making will be provided in accordance with applicable law. Family Planning Services will only be provided to students who: (i) have made a request for such services; and (ii) have completed all necessary consent forms and other documentation required by law, JPS, and/or FWISD. Family Planning Services, if any, shall be conducted in accordance with applicable state and federal law. The Health Care Team will not present abortion as a family planning option.

ARTICLE 9. HOURS OF SERVICE

The proposed hours of service for TCHAT shall be set by JPS based upon JPS's assessment of the utilization of the TCHAT service. TCHAT Patients may seek services at other JPS healthcare facilities during clinic closings. After-hours emergencies will be referred to the appropriate JPS or other healthcare facility or provider.

ARTICLE 10. COMPENSATION.

The Parties expressly acknowledge and agree that nothing in this Agreement shall be construed as establishing a payment obligation to either Party by the other Party.

ARTICLE 11. COMPLIANCE

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party shall comply with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate compliance, except for records that are confidential and privileged by law.

11.1 FERPA Compliance. The Parties acknowledge that certain information about the TCHAT Patients is contained in student education records (“FERPA Records”) maintained by the Parties and that the FERPA Records are confidential by reason of FERPA and related FWISD Board of Trustees Policy (“FWISD Board Policy”) and shall not be disclosed to any unauthorized person unless valid consent is obtained from the TCHAT Patients or their legal guardians. Both Parties agree to protect these records in accordance with FERPA and FWISD Board Policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities. Upon FWISD’s receipt of a request from JPS related to a particular TCHAT Patient, FWISD shall advise JPS whether that TCHAT Patient or his/her legal guardian has provided consent to release information to an extent broader than as provided for by FERPA or FWISD Board Policy. Additionally, JPS agrees that it may from time to time create, receive from, or on behalf of FWISD, or have access to such FERPA Records. JPS represents, warrants, and agrees that, to the extent JPS receives or has access to such FERPA Records, it will: (1) hold the FERPA Records in strict confidence and will not use or disclose the FERPA Records except as (a) permitted or required by this Agreement; (b) required by law; or (c) otherwise authorized by FWISD, and/or the TCHAT Patients or their legal guardians in writing; (2) safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which JPS protects its own confidential information; and (3) continually monitor its operations and take any action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this Agreement. At the request of FWISD, JPS agrees to provide FWISD with a written summary of the procedures JPS uses to safeguard the FERPA Records.

11.2 HIPAA Compliance. FWISD acknowledges that JPS and UNTHSC are each considered a “covered Entity” under HIPAA. To the extent required by the provisions of HIPAA and the regulations promulgated thereunder, FWISD, its officers, employees and representatives shall keep confidential and appropriately safeguard PHI made available to or obtained by FWISD, its officers, employees and representatives pursuant to this Agreement regarding TCHAT Patients, and shall comply with all federal and state laws, rules and regulations pertaining to patient confidentiality and the use and disclosure of PHI regarding TCHAT Patients.

ARTICLE 12. MISCELLANEOUS

12.1 Entire Agreement; Amendment. This Agreement (i) represents the entire understanding and agreement of the Parties hereto with respect to the matters contained herein, and (ii) may be amended, modified, or waived in writing at any time as mutually agreed upon by the Parties.

12.2 Independent Relationship. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this Agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

12.3 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions and the venue of any litigation arising from this

Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. Additionally, the venue of any dispute resolution proceeding shall be in Fort Worth, Tarrant County, Texas.

- 12.4 Indemnity.** As partial consideration for participation in the TCHATT Project, FWISD agrees to indemnify and hold harmless JPS, its contractors, officers, agents and employees from any and all claims, actions, demands or suits of any kind or character (including, but not limited to, any costs, expenses, attorney fees, or penalties) arising out of or connected with the TCHATT Project or JPS's provision of Telemedicine or Telehealth under this Agreement and which were caused by or alleged to be caused by the acts or omissions of FWISD, its agents, or employees. Notwithstanding the foregoing, FWISD's obligation hereunder to indemnify and hold harmless JPS is only to the extent permitted by the laws and Constitution of the State of Texas, and only to the extent the Texas Legislature waives FWISD's existing immunity.
- 12.5 Insurance.** The Parties acknowledge that they are each considered a "governmental unit" under the Texas Tort Claims Act and are subject to liability only as provided therein. During the term of the Agreement, each Party will maintain (i) self-insurance with combined limits of not less than \$100,000 per person and \$300,000 per occurrence for bodily injury, including death (in keeping with the terms of the Texas Tort Claims Act), (ii) self-insurance with limits of not less than \$100,000 per occurrence for property damage (in keeping with the terms of the Texas Tort Claims Act); and (iii) workers' compensation insurance or self-insurance with statutory limits of liability.
- 12.6 Press Releases.** Neither Party shall: (i) make any press release, public statement, or advertisement referring to this Agreement, or the Party's relationship with the other Party in connection with the Agreement, or (ii) release any information regarding the Agreement, for publication, advertisement or any other purpose, in each case without the prior written consent of the other Party. Notwithstanding the foregoing, nothing herein shall prevent either Party from briefing its executives and governing body, including in a meeting open to the public, regarding this Agreement, the TCHATT Program, the TCHATT services, and related matters, in the ordinary course of operations.
- 12.7 Cybersecurity Training Program.** If FWISD is provided access to a JPS computer, then, pursuant to Texas Government Code § 2054.5192, the Campus Liaison with access to the JPS computer must complete a cybersecurity training program certified under Texas Government Code § 2054.519, and selected by the JPS ("Cybersecurity Training"). The Cybersecurity Training must be completed by the Campus Liaison during the term and any renewal period of this Agreement. FWISD shall promptly provide written verification of completion of the Cybersecurity Training by the Campus Liaison to JPS.
- 12.8 Force Majeure.** Neither Party shall be liable, or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable supplies or materials, pandemics, or any similar cause beyond the reasonable control of the parties.
- 12.9 Texas Public Information Act.** The Parties acknowledge that each of them is a governmental body under Chapter 552 of the Texas Government Code and in such capacity each Party acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act request. Therefore, each Party hereby assumes full responsibility for challenging any request for information it considers confidential under Chapter 552. Each Party hereby agrees to notify the other Party of any Public Information Act request that seeks disclosure of potentially confidential information under this Agreement.

- 12.10 Fiscal Funding.** The Parties hereby acknowledge that each of JPS and FWISD are each governmental entities, subject to annual budgetary processes and restrictions on spending in conformity with those processes, approved budgets, and applicable law. The Parties agree that, notwithstanding any other language in this Agreement, if for any reason funds are not expressly and specifically allocated to cover each Party's prospective obligation in this Agreement in each Party's formally and finally approved budget in any fiscal year subsequent to that in which each Party's funds for this Agreement were first allocated, such Party may immediately and without penalty terminate this Agreement; provided, however, that in no event shall such a termination be effective earlier than the last date for which the terminating Party's funds have already been so allocated under an existing formally and finally approved budget. Should this Agreement terminate under the provisions of this Section, the terminating Party will provide the other Party with written notice as soon as is reasonably possible of the pending termination under this provision, the effective date of which shall be at the end of the terminating Party's fiscal year in which funds had previously been allocated. Notwithstanding the foregoing, the Parties hereto warrant and represent that any expenditures of funds for services to be provided hereunder will be made from current revenues available to the Party making the expenditures.
- 12.11 Binding Agreement.** The Parties hereto warrant and represent that upon execution hereof, this Agreement shall be a legal, valid, and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing this Agreement warrant and represent that they are duly authorized to sign this Agreement on behalf of the Parties hereto.
- 12.12 Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) when received by the Party to whom directed; (b) when sent by fax transmission to the following fax numbers or by email to the following email addresses; or (c) when deposited in the United States mail when sent by certified or registered mail, return receipt requested, postage prepaid to the following addresses (or at such other addresses or fax numbers as shall be given in writing by either Party to the other):

If to FWISD: Angélica M. Ramsey
Superintendent
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX 76107
Phone: (817) 814-2000
Email: superintendent@fwisd.org

With a copy to: Legal
Fort Worth Independent School District
100 N. University Drive
Fort Worth, TX 76107
Phone: (817) 814-2000

If to JPS: Tarrant County Hospital District
Attn: President and CEO
1500 S. Main St.
Fort Worth, TX 76104
Fax: (817) 924-1207

With a copy to: Chief Legal Officer
Tarrant County Hospital District

1500 S. Main St.
Fort Worth, TX 76104

12.13 Electronic Signatures; Facsimile and Scanned Copies; Duplicate Originals; Counterparts; Admissibility of Copies. Each Party agrees that: (i) any electronic signature (if any), whether digital or encrypted, to this Agreement made by any Party is intended to authenticate this Agreement and shall have the same force and effect as an original manual signature; and (ii) any signature to this Agreement by any Party transmitted by facsimile or by electronic mail shall be valid and effective to bind that Party so signing with the same force and effect as an original manual signature. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. This Agreement may be executed in multiple duplicate originals and all such duplicate originals shall be deemed to constitute one and the same instrument. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to constitute a single instrument. The Parties warrant and represent that a true and correct copy of the original of this Agreement shall be admissible in a court of law in lieu of the original Contract for all purposes of enforcement hereof.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as reflected by the signatures of their duly authorized agents below.

Fort Worth Independent School District

Tarrant County Hospital District

DS
By:  *MP*
Name: Ottis Goodwin
Title: Director, School-Based Health Partnerships
Date: 9/16/03

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Camille Rodriguez
Title: Board President
Date: _____

By: _____
Name: Angélica M. Ramsey
Title: Superintendent
Date: _____

By: 
Legal Counsel for District

EXHIBIT A
TCHATT PROJECT

Vision Statement

Every child receiving education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT

The TCHATT initiative is designed to provide short-term (approximately up to two months) school-based access to up to four (4) visits per academic year with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program

- **Telemedicine or Telehealth** – TCHATT Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional.

- **Identify mental health needs** – Schools should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

- **Assess mental health needs** – TCHATT Programs must use a mental health professional (LPC, CAP, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

- **Provide access to mental health services** – Utilizing technology, a TCHATT Program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to four (4) total visits per academic year with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services should not exceed two (2) months. If ongoing care is needed, the child should be referred to a separately funded resource (e.g., public or private insurance, indigent-funded services) for longer-term care using one of the strategies outlined above.

- **Prioritize needs of at-risk children and adolescents** – TCHATT Programs should have a triage system for prompt review of school referrals and appropriate triage of symptom severity.



EXHIBIT B

Texas Child Health Access Through Telemedicine (TCHAT)
PATIENT CONSENT FOR TELEMEDICINE VISIT AND NOTICE OF TERMINATION

Patient Name: _____ Patient Date of Birth: _____

School Name: _____

Parent/Legal Guardian Name (if Patient is a minor): _____

I am the Patient or Legally Authorized Representative (e.g. mother/father/guardian) of the Patient. At the recommendation of the Patient’s school, I consent for the Patient to be seen by a Behavioral Health Provider under the direction of Tarrant County Hospital District d/b/a JPS Health Network (“JPS Health Network”) through a two-way interactive audio/video connection known as telemedicine. I understand that the purpose of this telemedicine visit is specific to a behavioral health/psychiatry assessment, short-term treatment, case management, and or/ consulting services and is not a substitute for long-term medical treatment. I understand that the patient and Behavioral Health Provider relationship will automatically terminate without further notification at the end of the final follow-up visit as described below in Section 6 and that this notice of termination is provided in advance of such termination.

In addition, I understand the following:

1. I may request that the telemedicine visit be discontinued at any time.
2. Details of the Patient’s medical history, including patient identifiable information, may be used or shared within JPS Health Network. I authorize the release of any relevant medical information that pertains to the Patient to JPS Health Network or their agents.
3. I understand that the written record of the Patient’s telemedicine visit will become part of his/her medical record and will remain strictly confidential.
4. Any telemedicine visit is considered a therapeutic session which includes all rights of confidentiality. The following are situations that might require the Behavioral Health Provider to break confidentiality according to Texas state law and licensing board standards:
 - a. Situations suggesting patient self-harm or harm to others
 - i. Can include indications of suicidal or homicidal thoughts or intentions
 - b. Any mention of neglect, abuse, or exploitation of a minor, individual on disability, or a person who is elderly.
 - c. When a state or federal court legally subpoenas a release of medical records.

- d. A parent or legal guardian has a right to know anything that is said within a therapeutic session. To ensure a true assessment takes place, we ask that parents respect confidentiality. Should anything be said while in session that would fall under any of the above categories or be something that could be harmful to the child or adolescent, the therapist will inform the parent or legal guardian.
5. It may be necessary for the JPS Health Network healthcare provider to recommend one of the following alternative settings for healthcare treatment:
 - a. Emergency care at an emergency room
 - b. Follow-up outpatient visit (in-person) with another specialty provider
 - c. Admission to an inpatient hospital
6. The Texas Child Health Access Through Telemedicine (TCHATT) Program, consists of one assessment and up to four follow-up visits at no cost to me and my child. However, subsequent referrals and ongoing treatment outside of the TCHATT Program may incur costs to me or my health insurance.
7. I understand that if the Psychiatrist as Behavioral Health Provider prescribes medication for the patient during the TCHATT program, the Psychiatrist will provide 30 days' worth of medication when the program comes to an end. This medication is meant to sustain the patient's medication needs while another appointment is secured with a community provider.
8. Every effort will be made to structure the telemedicine visits so there will be effective follow-up care or referral, and I will have an opportunity to express my concerns.
9. There are potential problems with the use of the technology for telemedicine. These may include but are not limited to the following:
 - a. Interruption or disconnection to the audio/video link
 - b. An unclear picture or image
 - c. Electronic interference

If any of these problems occur, the visit might need to be discontinued
10. Since the JPS Health Network healthcare providers practice in a different location and do not have the opportunity to meet with the Patient face-to-face, they must rely on information provided by me/the Patient or onsite healthcare providers. The JPS Health Network healthcare provider cannot be responsible for advice, recommendations and/or decisions based on incomplete or inaccurate information provided by me or others.
11. JPS Health Network has taken several security measures to ensure that the transmission of the telemedicine visit is confidential and not accessed by unauthorized users. This includes the use of a Private network for connectivity or ISDN point-to-point dial-up.
12. Although precautions are taken to protect the confidentiality of this transmission by preventing unauthorized access, JPS Health Network cannot guarantee the privacy or security of any telemedicine visit.
13. I understand that this telemedicine visit may not be equal to a face-to-face visit with a healthcare provider.

14. I will not receive any compensation for taking place in this telemedicine visit.

As noted above, I understand that the patient and Behavioral Health Provider relationship will automatically terminate without further notification at the end of the final follow-up visit and that this notice of termination is provided in advance of such termination.

Your child's new provider might want to have copies of your child's medical records that are in our possession. Enclosed is an authorization form that permits us to send a copy of your medical records to your new physician. After we have received your written authorization, we will assist you in having copies of your child's medical records sent to the physician of your choice.

I certify that this form has been fully explained to me. I have read it or have had it read to me, and I understand its contents. I understand that I can revoke this consent at any time by providing written notice to JPS Health Network, and I consent to participate and have the Patient receive care via telemedicine.

If applicable: I agree that by typing my name below, I am electronically signing this consent. I intend this to be my legal signature.

Signature of Patient/Parent/Guardian: _____

Printed Name of Parent/Guardian: _____

Relationship to Patient: _____

Date: _____ Time: _____

WITNESS: If applicable: I agree that by typing my name below, I am electronically signing this consent. I intend this to be my legal signature.

Signature of Witness: _____

Printed Name of Witness: _____

Date: _____ Time: _____

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER AND FORT WORTH ISD FOR HEALTH-RELATED SERVICES AND PROJECTS

BACKGROUND:

There are more than 75,000 uninsured children living in Tarrant County. Lack of insurance coverage keeps many of those children from receiving the health care they need. The University of North Texas Health Science Center (UNTHSC) works to overcome health disparity by providing healthcare services to all students of consenting families at no cost to the family. UNTHSC provides high quality educational services and health care. This Memorandum of Understanding (MOU) allows for the continuation of the Asthma 411 program and the UNTHSC Pediatric Mobile Unit.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding Between University of North Texas Health Science Center and Fort Worth ISD for Health-Related Services and Projects
2. Decline to Approve Memorandum Of Understanding Between University of North Texas Health Science Center and Fort Worth ISD for Health-Related Services and Projects
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding Between University of North Texas Health Science Center and Fort Worth ISD for Health-Related Services and Projects

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

University of North Texas Health Science Center

PURCHASING MECHANISM:

Not a Purchase

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

School-Based Health Partnerships

RATIONALE:

Common health conditions that result in missed school include asthma, influenza, diabetes, obesity and related illnesses, seizure disorders, mental health and anxiety, and vision problems. Research has shown that healthier students perform better academically and that unmet health needs have a direct impact on attendance. Approval of this MOU will improve outcomes at the intersection of health and education, advance academic success, and increase wellness.

Additionally, this MOU allows for the expansion of medical and behavioral health services through the establishment and operation of a School-Based Health Center (SBHC). This MOU is for a twelve (12) month period with an option to extend annually upon mutual written agreement of the parties.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

**MEMORANDUM OF UNDERSTANDING BETWEEN
UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER
AND THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is between University of North Texas Health Science Center, a state institution of higher education located, ("UNTHSC") at 3500 Camp Bowie Blvd., Fort Worth, Texas 76107, and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school District ("FWISD"), located at 7060 Camp Bowie Blvd., Fort Worth, Texas 76107, (together referred to as "Parties" or individually as a "Party").

WHEREAS, UNTHSC provides high-quality education, research, and Whole Health oriented services in North Central Texas and offers undergraduate, masters, and doctoral degree programs in public health, healthcare administration, biomedical science, pharmacy, physical therapy, physician assistant studies, and osteopathic medicine;

WHEREAS, FWISD is a local education agency serving students enrolled in grades PK-12 with the goal of preparing all children for success in college, career, and community leadership;

WHEREAS, UNTHSC and FWISD desire to work collaboratively to promote positive educational outcomes and population health in Fort Worth by establishing a formal working relationship;

THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the Parties agree as follows:

1. PURPOSE

The Parties will work collaboratively to accomplish potential benefits including:

- 1.1 Increased awareness of local public health needs and services among school-aged children and their families;
- 1.2 Increased local capacity for performing core public health and clinical functions;
- 1.3 Increased opportunity for training for UNTHSC students, faculty, and staff;
- 1.4 Increased number of applied research projects that address local public health problems;
- 1.5 Enhanced opportunities for grant funding through FWISD/UNTHSC joint applications;
- 1.6 An integrated communication network for disseminating public health information in Fort Worth;
- 1.7 A healthier Fort Worth population resulting from an alignment of FWISD and public population health informatics capabilities that bridge the gap between medical and public health agencies; and

- 1.8 Increased capacity to collaboratively improve outcomes at the intersection of health and education, advance, academic success, and increase wellness across the lifespan.

2. CONTRIBUTIONS BY FWISD:

- 2.1 Upon request, FWISD will provide a database of district health information, demographics, attendance, and achievement data of student patients complying with FERPA guidelines UNTHSC evaluation staff for aggregate evaluation and reporting. Data provided by FWISD to UNTHSC will be governed by the Data Sharing Agreement between the Parties, hereby attached and incorporated as Exhibit A;
- 2.2 FWISD will establish opportunities for UNTHSC students, faculty, and staff to collaborate on health-related projects and clinical service opportunities;
- 2.3 FWISD will actively seek partnerships and grants with UNTHSC on health-related programs and projects;
- 2.4 FWISD shall invite its faculty to informational meetings and will provide opportunities for UNTHSC to conduct an orientation for faculty (as needed). FWISD shall provide UNTHSC staff with access to parent meetings, open houses, etc. to hand out HSC educational materials and information;
- 2.5 Identify a point of contact for UNTHSC-related projects:
 - 2.5.1 Ottis Goodwin, MA, LPC, Director, School-Based Health Partnerships

3. CONTRIBUTIONS BY UNTHSC:

- 3.1 UNTHSC will actively seek partnerships and grants with FWISD on health-related programs and projects;
- 3.2 Upon request by FWISD, UNTHSC will work to provide public health consultation on emerging public health issues as they arise;
- 3.3 UNTHSC will work with FWISD to identify areas of health-related needs and develop appropriate responses;
- 3.4 UNTHSC will establish opportunities for UNTHSC students, faculty, and staff to collaborate on health-related projects and clinical service opportunities;
- 3.5 All research conducted will be approved by the North Texas Regional Institutional Review Board,
- 3.5 Identify a point of contact for UNTHSC-related projects:
 - 3.5.1 Noah Drew, Associate Vice President, Special Projects

3. FISCAL RESPONSIBILITY

The Parties understand that unless specifically agreed to, any and all expenses incurred by the individual Parties in the performance of this Agreement, including expenses related to marketing, administrative and personnel costs, and technology costs, will be the sole responsibility of the Party incurring those expenses.

4. SUPPLEMENTAL AGREEMENTS

Activities the Parties mutually agree to undertake are subject to further agreement and must be set forth in a separate agreement, signed by authorized representatives of each institution. Supplemental agreements should include specific details of the agreed-upon activity, including such items as: (a) elaboration of the responsibilities of each institution for the agreed-upon activity; (b) schedules for the specific activities; (c) budgets and sources of financing of each activity; (d) any other items necessary for the efficient conduct of the activity; and (e) any other items necessary to meet the legal and policy requirements of each institution. Supplemental agreements are subject to approval by each institution according to the normal policies and procedures governing the types of activities proposed therein.

5. TERM AND TERMINATION

This MOU, and all supplemental agreements, shall become effective upon the date the last signature is affixed. The term of this MOU, and all supplemental agreements, will be for a 12-month period from the date of effectiveness and unless otherwise stated, and may be renewed for consecutive 12-month periods by mutual written agreement. Either party, upon thirty (30) days written notice, may terminate this MOU, or any individual supplemental agreement, without cause. This MOU may be terminated immediately for cause upon the presentation of written notice by either Party.

6. NOTICE

Notices required under this Agreement shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

Notice to FWISD:

Fort Worth Independent School District
Ottis Goodwin, Director
School-Based Health Partnerships
215 NE 14th Street, Suite 218
Fort Worth, TX 76164

With Copies to:

Fort Worth Independent School District
Office of Legal Services
7060 Camp Bowie Blvd.
Fort Worth, Texas 76107

Notice to UNTHSC:

University of North Texas Health Science Center at Fort Worth
3500 Camp Bowie Boulevard
Fort Worth, TX 76107
Attn: Contracts Administration Office

7. MISCELLANEOUS

7.1 Public Records. All records created in connection with this Agreement, other than student records, are subject to the requirements of the Texas Public Information Act and State of Texas requirements for maintaining public records, including the retention schedules set forth in UNTHSC and FWISD Policies.

7.2 Independent Contractors. It is understood that any relationship created by this MOU between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

7.3 Modifications. This MOU may be modified or amended from time to time by mutual agreement of the parties provided, however, that no modifications, amendments or supplements to this Agreement shall be binding unless executed in writing by a duly authorized representative of each Party.

7.4 Entire Agreement. This MOU contains the entire agreement between the Parties and, except as otherwise expressly provided, supersedes any prior oral or written agreements, commitments, understandings, or communications with respect to its subject matter.

7.5 The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between UNTHSC and FWISD. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement.

[Signature Page Follows]

8. ACCEPTANCE

By their signature below, the authorized representatives of the University of North Texas Health Science Center and Fort Worth Independent School District accept the terms as outlined above.

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**

By: _____
Name: Ruth Roman
Title: Executive Vice President and Chief Operating Officer
Date: _____
HSC Contract # _____

FORT WORTH ISD

By:  _____ MP 
Name: Ottis Goodwin, MA, LPC
Title: Director, School-Based Health Partnerships
Date: 9/15/2018

By: _____
Name: Camille Rodriguez
Title: Board President
Date: _____

By: _____
Name: Angélica M. Ramsey
Title: Superintendent
Date: _____

By:  _____
Legal Counsel for District

Asthma 411 Supplemental Agreement: A Collaborative Initiative to Reduce the Impact of Asthma on Children, Families, Schools, and Communities within a Whole Health Framework

BACKGROUND:

The University of North Texas Health Science Center (UNTHSC) and the Fort Worth Independent School District (FWISD) entered into that certain MOU on October 24th, 2023 date wherein they agreed to work collaboratively to promote positive educational outcomes and population health in Fort Worth by establishing a formal working relationship. In furtherance of that goal, the parties have agreed to collaborate on an endeavor designed to improve prevention, education, and intervention efforts for students experiencing symptoms of asthma resulting in improved student health, and subsequently, improved attendance, and achievement. This Supplemental Agreement articulates the goals of this partnership and establishes each party's responsibilities. Currently all FWISD campuses participate in the Asthma 411 program.

A. Collaborative Goals:

- 1) The school-university collaboration will implement an asthma education and response program called "Asthma 411". Asthma 411 is a comprehensive, evidence-based model for school-based asthma services first developed and evaluated with CDC support. Asthma 411 is delivered by schools and supported by the school district, UNTHSC, and the Greater Tarrant County Asthma 411 Consortium. The objective of Asthma 411 is to reduce morbidity due to asthma, which is directly measured by a reduction in absenteeism, early dismissal, and emergency department usage due to asthma symptoms, and an overall increase in class time.
- 2) Establish a framework and initiate a process of transferring FWISD student and other data between FWISD and the UNTHSC for the purposes of monitoring, evaluating, and continuously improving implementation of Asthma 411 within FWISD. Any data provided by FWISD to UNTHSC will be governed by the Data Sharing Agreement between the parties.
- 3) Extend the benefits of the data sharing specified in the agreement below to other FWISD and UNTHSC partnerships named in Exhibits of this MOU to advance the Whole School Whole Community Whole Child Model, including but not limited to achieving the objectives of reducing absenteeism, and early dismissal. These applications will be collaboratively developed and will follow all requirements specified in this MOU, the Data Sharing Agreement, and the Institutional Review Board IRB protocol.

B. University of North Texas Responsibilities

Related to Collaborative Goal 1:

- 1) Provide ASTHMA 411 program structure and implementation tools, and work with FWISD to establish mechanisms to perform the Asthma 411 program. These tools

and structures will be annually reviewed and updated to meet emerging policy and health requirements.

- 2) Provide tracking and evaluation tools and work with FWISD and schools to incorporate into existing documentation requirements.
- 3) Work with FWISD to collaboratively train and support school nurses and other health related personnel to implement and maintain the Asthma 411 Program. This will include identification, tracking and symptomology assessment of students with asthma.

Related to Collaborative Goal 2:

- 1) UNTHSC will work with FWISD and its schools to establish mechanisms for information transfer in accordance with IRB protocols. This will include processes to maintain anonymity and/or confidentiality of individual students and their data.
- 2) UNTHSC will have access only to a unique, de-identified, random number, student code and associated demographic and assessment data provided by FWISD. This student code will be linked to the student ID held by FWISD. The school district will maintain the master list of student IDs and linked de-identified student codes.
- 3) Using provided student and other information UNTHSC will evaluate program processes, activities and outcomes and prepare and submit reports following the end of each school year after receiving program data for evaluation.

C. FWISD and Its School/(s) Responsibilities:

Related to Collaborative Goal 1:

- 1) Collaborate with UNTHSC to identify Health Services personnel for program training and orientation.
- 2) Coordinate training and implementation of Asthma 411 program initiatives and support fidelity of implementation.
- 3) Identify target students to be served; distribute, collect, and archive active parent permission forms (if needed) for student participation.
- 4) Work directly with a consulting physician in implementing the Asthma 411 program.
- 5) FWISD, as the custodian of confidential student data, will maintain the translation tables and at no time will share the conversion tables with anyone at UNTHSC. Only FWISD will have the ability to match individual student identity with the data being transferred.

Related to Collaborative Goal 2:

- 1) FWISD and its schools will provide a timely database of students that links specified health information (Table 1), demographics, attendance, and achievement data for the time-period program evaluations are performed.
- 2) Will provide a deidentified unique student code that will be linked with the student ID held by FWISD and will follow each student as long as they are in attendance in FWISD.
- 3) FWISD will provide the aforementioned de-identified student demographic, attendance, and performance data to UNTHSC adherent to the following guidelines and in accordance with the Data Sharing Agreement:
 - a. FWISD will take steps in deidentifying the data to be transferred to UNTHSC:
 1. Requested data will be consolidated into tables to remain the property of FWISD, identifying students by their student ID; and
 2. FWISD will generate a unique, random number, student code to be used only to identify students in data exchanges with UNTHSC, which will replace the student ID on data transferred to UNTHSC.
 - b. ISD will transfer the deidentified data to UNTHSC in an agreed-on method.

D. Joint Responsibilities:

- 1) Conduct evaluation for the purpose of improving the collaborative projects elaborated in this agreement and for disseminating such results upon the agreement of both parties.
- 2) At least annually, to provide a presentation of evaluation results to FWISD.

E. Term:

- 1) This agreement is effective from the date of signing and may be renewed by mutual written agreement on an annual basis.
- 2) This agreement may be terminated without cause by either party, upon thirty (30) days written notice. This agreement may be terminated immediately for cause, upon the presentation of written notice by either party.
- 3) Applicable Law: This agreement and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.

[Signature Page Follows]

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**

By: _____
Name: Ruth Roman
Title: Executive Vice President and Chief Operating Officer
Date: _____

HSC Contract # _____

FORT WORTH ISD

By:  _____ MP
Name: Ottis Goodwin, MA, LPC
Title: Director, School-Based Health Partnerships
Date: 9/15/2022

Type text here

By: _____
Name: Camille Rodriguez
Title: Board President
Date: _____

By: _____
Name: Angélica M. Ramsey
Title: Superintendent
Date: _____

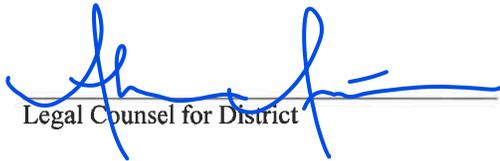
By:  _____
Legal Counsel for District

TABLE 1	
Item	Description
Demographics	
De-Identified code for student ID	This code will be used where de-identified data is deemed most appropriate. FWID will maintain the master list that links the de-identified code to student ID; de-identified code stays with student through attendance at district schools.
Race and Ethnicity	Federal (NCES) reporting categories
Free and Reduced Lunch Status	Please provide definition of codes
Gender	
Age September 1	Integer
Grade	Integer K PK P3 EE
Attendance Data	
School Name	Campus
School Number	Campus code
Start date at school for current year	Enrollment date first day of the current school year
No. of days attended	Total attendance days
No. of days absent	Total absence days
Each absence date	
Absence Code: where available add coding for absence (excused/not excused/suspension/etc)	Include coding of absence as a variable in the file with date of each absence.
Health Data	
Asthma status	Yes or no

Medication Authorization for albuterol or other asthma medication*	Yes or Not: Yes if authorization is reported in student record at any time during the academic year, includes self-carry or nurse administered.
Student has their own medication for albuterol or other asthma medication at school*	Yes or No: Yes if reported in student record at any time during the academic year.
Each administration of albuterol under Standing Delegation Order (SDO)*	Date of each administration of albuterol under SDO.
Deposition following SDO treatment*	Return to class Early dismissal to family for same day care EMS Requested <ul style="list-style-type: none"> • Contact/no transport • Contact/transported to ED
24-hour check after SDO treatment*	Yes or No
Medication administered on campus	Yes (if administered anywhere on school campus) No (if administered at any off-campus school sponsored activity or event)
Acanthosis Nigricans Screening Results	This variable will enable collaborative, data supported interventions for students at risk for metabolic syndrome and insulin resistance.
BMI data points	This variable will further strengthen capacity for collaborative, data supported interventions for students at risk for metabolic syndrome, and general wellness programming.
Other data elements that may be agreed upon by FWISD and UNTHSC	These may include but are not limited to: <ul style="list-style-type: none"> • Standardized State Testing Results • Vaccination compliance information

SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL SERVICES (Medical)

This Agreement for Professional Services (“Agreement”) is between the **UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER** (“UNTHSC”), a state institution of higher education located at 3500 Camp Bowie Blvd., Fort Worth, Texas 76107-2699 and **Fort Worth Independent School District** (“FWISD”), to be effective upon signature of the Parties (“Effective Date”).

WHEREAS, the parties entered into that certain MOU on October 24, 2023 date wherein they agreed to work collaboratively to promote positive educational outcomes and population health in Fort Worth by establishing a formal working relationship; and

WHEREAS, in support of the MOU, UNTHSC has agreed to provide FWISD certain pediatric healthcare services as hereinafter set forth;

NOW, THEREFORE, the Parties hereto mutually covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** UNTHSC shall provide the following services (collectively the “Services”) at the times to be mutually agreed upon by both Parties:
 - 1.1 UNTHSC shall establish and operate a School Based Health Center (SBHC) in accordance with Exhibit A.
 - 1.2 UNTHSC shall provide services from its Catch 1 for Health Program (Catch 1) and Pediatric Mobile Clinic (PMC) in accordance with Exhibit B.
2. **PAYMENT.** UNTHSC is offering the Services to FWISD students as a community service.
3. **TERM/TERMINATION.**
 - 3.1 This Agreement shall become effective as of the Effective Date and shall continue in full force and effect until the MOU is terminated, provided that each Exhibit has its own service term.
 - 3.2 Either Party may terminate this Agreement at any time without cause, upon providing thirty (30) days written notice to the other Party.
 - 3.3 Either party may, by written notice of default to the other party, terminate this Agreement if the other party fails to perform any of the obligations of this Agreement in accordance with its terms, and does not cure such failure within a period of thirty (30) days (or such extension as authorized by the other party in writing) after receiving notice of default.
 - 3.4 Neither Party hereto shall be liable for delays to perform due to causes beyond its reasonable control including, but not limited, to acts of God, strikes, epidemics, wars, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such delay, the period of service hereunder shall be extended for a period equal to the time lost by reasons of delay, and services omitted (or portions thereof) shall be performed during such extension.
4. **ASSIGNABILITY.** This Agreement may not be assigned in whole or in part without prior written consent of the Parties.
5. **NOTICES.** Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested,

properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered in accordance herewith:

UNTHSC: University of North Texas Health Science Center
3500 Camp Bowie Blvd.
Fort Worth, Texas 76107-2699
Attn: SVP Health Systems Finance and COO, HSC Health

FWISD: Ottis S. Goodwin, MA, LPC
Director, School-Based Health Partnerships
215 N.E. 14th Street
Fort Worth, TX 76164

With Copies to: Fort Worth Independent School District
Office of Legal Services
7060 Camp Bowie Blvd.
Fort Worth, TX 76107

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

6. **INDEPENDENT CONTRACTORS.** It is understood that any relationship created by this agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.
7. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
8. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
9. **REGULATORY COMPLIANCE.** The Parties recognize that this Agreement is subject to, and agree to comply with applicable local, state, and federal statutes, rules, and regulations. In particular, the Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the Anti-Kickback Statute, Federal Physician Self-Referral Law (Stark Law), the False Claims Act, and the Texas Patient Solicitation Act (collectively the "Fraud and Abuse Laws". Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Fraud and Abuse Laws. The Parties have entered into this Agreement following extensive, arms-length bargaining and negotiation, each with the advice of independent legal and financial advisors. Each of the Parties has independently assessed the commercial reasonableness of the terms and conditions and in particular the financial provisions, of this Agreement, and has concluded that they are consistent with general market value. This Agreement, together with the Schedules and Exhibits hereto, represents the entire agreement of the Parties with respect to the subject matter hereof; there are no side agreements or understandings between the Parties with respect to the performance of services hereunder or the compensation or remuneration to be paid

or received by a Party to this Agreement; and each of the Parties intends to and will perform its obligations hereunder in accordance with this Agreement. In the event a court or governmental agency or authority shall in the future determine that the consideration exchanged by the Parties under this Agreement is not consistent with fair market value, the Parties shall, consistent with the guidelines of such court or governmental agency or authority, amend the terms of this Agreement and/or take such other actions as may be necessary to comply with applicable law and the dictates of any such court or governmental agency or authority. In addition to the foregoing, should any change in law, regulation or procedure of any governmental agency or authority, or the Parties' reasonable interpretation thereof, materially affect the ability of a Party lawfully to perform its obligations under this Agreement, the Parties shall forthwith and in good faith renegotiate the affected provision so that such provision can be satisfied in accordance with such law, regulation, or procedure. If the Parties are unable, within ninety (90) days, to agree on an acceptable change to the affected provision, either Party may terminate this Agreement upon not fewer than thirty (30) days' prior written notice to the other Party. The Parties further expressly agree that nothing contained in this Agreement shall require UNTHSC or its employees to refer or admit any patients to or order any goods from FWISD.

10. **INSURANCE.** UNTHSC shall provide professional liability insurance or self-insurance coverage for its physicians performing under this Agreement with limits of not less than \$250,000 per occurrence and \$500,000 annual aggregate. Upon request by a Party, the other Party shall provide evidence of aforementioned insurance coverage to the other Party.
11. **BINDING AUTHORITY.** Each Party to this Agreement represents to the other that it has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions thereof, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties.
12. **NON-DISCRIMINATION.** In accordance with federal and state law, the Parties agrees not to unlawfully discriminate against any person on the basis of sex, race, creed, national origin, color, religious belief, age disability, or status as a disabled veteran or veteran of the Vietnam era in the performance of this Agreement.
13. **DEBARMENT.** Both Parties certify that neither it nor any of its principals (officers, directors, owners, partners, key employees involved with this Agreement, or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency, and that Party shall notify the other Party immediately if it becomes aware of any such exclusion, debarment, or sanction.
14. **RECORDS.** The Parties agree to maintain such records, books, and documents, and provide such information to any and all state and federal agencies as may be required to comply with any and all applicable state and federal regulations and statutory provisions. All statistical, financial, personnel, and other data relating to the business of each Party shall be retained in confidence by the other Party including its employees, agents, and contractors; provided, however, the foregoing obligation does not apply to such data, information or materials which (a) a Party by written authorization permits the other Party to release; (b) a Party is required by law to release, including the Texas Public Information Act; or (c) is reasonably and lawfully needs to perform services pursuant to this Agreement.

EXECUTED by the duly authorized Parties below:

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**

By: _____
Name: Ruth Roman
Title: Executive Vice President and Chief Operating Officer

Date: _____

HSC Contract # _____

FORT WORTH ISD

By:  _____ MP
Name: Ottis Goodwin, MA, LPC
Title: Director, School-Based Health Partnerships
Date: 9/15/2022

By: _____
Name: Camille Rodriguez
Title: Board President

Date: _____

By: _____
Name: Angélica M. Ramsey
Title: Superintendent

Date: _____

By:  _____
Legal Counsel for District

EXHIBIT A

School Based Health Center

UNTHSC and FWISD desire to facilitate access to pediatric behavioral health services for FWISD students through the establishment and operation of a School Based Health Center (SBHC), located at 5900 Yosemite Dr., Fort Worth, TX, 76112. This model of care delivery is designed to increase access to high quality healthcare for the community.

Services	<p>UNTHSC will provide one or more qualified members of its health care staff and enrolled students working under the direction of a health care staff member to be onsite at FWISD to provide:</p> <ol style="list-style-type: none">1. Evaluation, diagnosis, and treatment of FWISD students within the scope of their licensure and privileges, and accepted standards of care; and2. Referral of such clinic patients to other local health care service providers as and when, in its sole discretion, it deems appropriate and necessary. <p>Active written consent for screening and/or treatment will be obtained in advance for any children scheduled for screening and/or treatment at an identified campus. UNTHSC will provide necessary consents in English and Spanish to campus staff.</p> <p>Clinic schedule to be developed by mutual agreement of the Parties and may be changed from time to time without amendment of this Agreement.</p>
Service Term	<p>The Services shall begin on a mutually agreed upon date subsequent to the execution of this supplemental agreement and end on July 31, 2024, unless renewed or extended by mutual written agreement.</p>
FWISD Responsibilities	<p>FWISD will provide standard exam room space, furnishings and equipment, and appropriate medical supplies and PPE.</p> <p>FWISD will employ personnel for the operation of the clinic and be responsible for their salaries, taxes and benefits.</p> <p>The SBHC space security, custodial services, utilities, and other standard maintenance items and responsibilities shall be provided and maintained by FWISD. FWISD shall maintain the space in compliance with the Occupational Safety and Health Act of 1970, "OSHA".</p>
Confidentiality	<p>The Parties will respect the confidentiality of all patient and business records of the other. Neither FWISD nor UNTHSC will disclose such information to any third party without first notifying the other and obtaining approval of such disclosure except as may otherwise be required by law.</p> <p>The Parties agree to act in accordance with all applicable provisions of laws and other rules and regulations of any governmental authority relating to the activities contemplated by the Agreement.</p>
Records	<p>UNTHSC shall be the custodian of all patient medical records.</p>

EXHIBIT B

Pediatric Mobile Clinic/Catch 1

UNTHSC and other local universities are working together in a Catch 1 for Health Program ("Catch 1") where students in Medicine, Nursing, Dietetics, Speech Language Pathology and Dental Hygiene work collaboratively with each other and Pediatric Faculty to provide children at local elementary schools with physicals, hearing, vision, and oral screenings. UNTHSC's Pediatric Mobile Clinic ("PMC") travels to schools, community centers, churches, and community organizations providing health care on board a state-of-the-art mobile medical unit. FWISD desires that UNTHSC provide services from Catch 1 and PMC to FWISD students at its campuses.

<p>Services</p>	<p>UNTHSC will provide one or more qualified members of its health care staff and enrolled students working under the direction of a health care staff member to be onsite at FWISD to provide:</p> <ol style="list-style-type: none"> 1. CATCH 1: Medical screenings will be provided to FWISD students by supervising faculty and students from UNT Health Science Center and other area academic/clinical partners ("collaborators"). Screenings will include vital signs, vision, hearing, speech, oral and physical examinations. Screenings will occur on selected FWISD campuses. Students will be referred to their medical home for follow-up or to the Pediatric Mobile Clinic if no medical home is known. 2. PMC: Medical screenings, including vision, hearing, oral, anemia, lead, and vaccination; comprehensive follow-up care, physicals, and sick visits to FWISD students attending identified campuses. Screening and follow-up will occur at the campus and on board the Pediatric Mobile Clinic. 3. The UNTHSC staff, students and collaborators will work with the school principal, nurse and/or medical director, and other campus support staff to schedule campus screenings as well as follow-up care for identified students. <p>Consent for Treatment: Active written consent for screening and/or treatment will be obtained in advance for any children scheduled for screening and/or treatment at an identified campus. Catch 1 and PMC will provide necessary consents in English and Spanish to campus staff.</p> <p>Clinic schedule to be developed by mutual agreement of the Parties and may be changed from time to time without amendment of this Agreement.</p>
<p>Service Term</p>	<p>The Services shall begin on October 24th, 2023, and will end on July 31, 2024, unless renewed or extended by mutual written agreement.</p>
<p>FWISD Responsibilities</p>	<ol style="list-style-type: none"> 1. Campus Access: FWISD shall provide UNTHSC staff with access to school staff, school nurse and/or medical director, principal and assistant principal as needed (at identified FWISD campuses). FWISD will provide a volunteer ID badge for any UNTHSC staff, students, and collaborators who have cleared the background check and will be involved in campus-based screening within schools. PMC patients will be allowed bathroom access. UNTHSC staff, students, and collaborators will be allowed campus access in times of inclement weather. 2. Student Access: FWISD shall provide UNTHSC staff with access to student participants during, before and after the school day, as coordinated with campus administrators and staff. 3. Student Information: FWISD shall provide UNTHSC staff with access to class rosters to coordinate screening as well as access to contact information for students with completed consent forms including parent/guardian name, phone

	<p>numbers, address, and student identification number. All Data Provided by FWISD to UNTHSC will be in accordance with the Data Sharing Agreement between the parties.</p> <p>4. Work Space: FWISD shall provide UNTHSC staff with access to telephone, computer, and sufficient space for campus screenings and healthcare delivery, and parking space for the PMC unit. FWISD shall also provide use of school copy machine(s) and paper for necessary duplication on screening days. (This arrangement serves a proper public educational purpose; the public will receive a return benefit by accomplishment of the district's purpose; and adequate controls exist to ensure the public educational purpose is achieved.)</p> <p>5. Background Check: FWISD will provide a background check to all UNTHSC staff, students, and collaborators providing campus-based screening services within schools.</p>
Confidentiality/HIPAA	<p>The Parties will respect the confidentiality of all patient and business records of the other. Neither FWISD nor UNTHSC will disclose such information to any third party without first notifying the other and obtaining approval of such disclosure except as may otherwise be required by law.</p> <p>The Parties agree to act in accordance with all applicable provisions of laws and other rules and regulations of any governmental authority relating to the activities contemplated by the Agreement.</p>
Records	<p>UNTHSC shall be the custodian of all medical records, including consents, registration and screening questionnaires, generated by UNTHSC providers, staff, and collaborators. Providers and staff who treat students in the Pediatric Mobile Clinic will be responsible for generating a UNTHSC patient medical record for each child according to the policies and procedures of UNTHSC.</p>

PURCHASING MECHANISM:

Bid Statistics

Bid Number: 22-008

Number of Bids/Proposals received: 10

HUB Firms: 0

Compliant Bids: 6

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Fort Worth Schools

RATIONALE:

This solution increases the efficiency and transparency of the enrollment process by creating one portal that provides access to the various educational opportunities in Fort Worth ISD.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

Renewal for
Fort Worth ISD

Prepared by
Jessica Francis





Q-06848

Expires on:
11/4/2023

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

This Order Form (this "Agreement") is entered into as of

(the "Effective Date"), by and between Fort Worth ISD("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service program, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Master Services Agreement (the "MSA") entered into as of the Effective Date by and between SchoolMint and Client, and the terms of the MSA are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 10/4/2023 until 10/3/2024.

At the end of the initial Subscription Term, the subscription will renew for additional annual periods unless Client provides SchoolMint with at least 60 days advance written notice prior to the expiration of the existing Subscription Term.

In the event Fort Worth ISD enters into a multi-year agreement with Supplier and Fort Worth ISD breaches the contract and terminates the contract or any portion thereof prior to the end of any Term or Renewal Term, Supplier will be paid an amount equal to 50% of the value of the subsequent contract year, inclusive of any services, software licenses, custom development, or other fees quoted in the Proposal/SOW. Fort Worth ISD must also pay Supplier all fees due to Supplier up and through the date of termination, including any services payable on a lump sum basis and for hours of services performed on an hourly basis. Supplier shall have no obligation to reimburse Fort Worth ISD for any services already paid on a lump sum basis but not yet performed.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Year 1

PRODUCT NAME	DESCRIPTION	QTY	EXTENDED
Enroll - Full	SchoolMint Enroll - Full solution for K-12 enrollment	69,786	\$154,262.86
System Language Translations	License for system translations for supported languages; Spanish included at no cost	6	\$6,615.00
Premium Support Enroll	Includes: Email, Chat, and Phone support for up to four (4) named administrators, during standard business hours	1	\$33,810.00
School Finder	Control your narrative and give families a one-stop-shop for their school search process with Schoolfinder.	69,786	\$24,620.50
Year 1 TOTAL:			\$219,308.36

Discounts, if any, are only applicable to the first year of the subscription term.

Price Increases

At the end of the initial Subscription Term, and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5%, or by the trailing 12-month United States Consumer Price Index (CPI) as published by the U.S. Bureau of Labor Statistics, or to current market rates, whichever is higher.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Standard Customer Care (Customer Support)

- Troubleshooting and break/fix support of licensed SchoolMint applications
- Year-round access to training videos, launch checklists & best practice tips.
- Access to a Knowledge Base and tutorials.
- Email and Chat support for up to two (2) named administrators, during standard business hours (there is no fee to change a named administrator; access for up to two (2) additional administrators may be purchased at any time).
- Customer Care services are subject to change on an annual basis.
- Unless listed above, SIS integration, data mapping/imports, and customization support are specifically excluded from the Services.

Conditions of Agreement

- MSA Incorporated: Access to the Services is conditioned upon the Client's review and agreement of the Master Services Agreement (MSA), linked below.
 - Payment Terms: Ongoing fees are invoiced annually, on a Net-30 basis.
 - Tax Liability: All contracts are exclusive of tax. Any applicable tax will be added into any and all invoices resulting from this order, payable by Client.
 - Annual Audits: SchoolMint shall have the right to audit Client enrollment and users during each Subscription Term and bill Client for any additional enrollments and users identified at the time of the audit. Payments are due within thirty (30) days of the billing date specified on any supplemental invoice submitted to Client following an audit.
-

Payment Terms

Payments can be made by bank transfer to:

Bank Name: Webster Bank

Bank Holder: SchoolMint Inc.

Account No.: 23135570

ABA/Routing #: 211170101

Terms: Net 30 days or as otherwise set forth in the MSA

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint.

By signing below, I hereby acknowledge that I have received and read Schoolmint's

\MSA1\
and

\DPA1\
.

Fort Worth ISD

By:

Name:

Title:

Date:

Client Information Sheet

Main Contact

Name _____
Phone _____
Email Address _____
Address _____
Title _____

Secondary Contact

Name _____
Phone _____
Email Address _____

Technical Contact

Name _____
Phone _____
Email Address _____
Title _____

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: _____
Attention to & Address Invoice Should be Sent to: _____
Phone _____
Email Address _____

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to orders@schoolmint.com along with this order form to avoid delays.

PO required?

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE APPLICATION FOR THE WAIVER OF THE 2023-2024
REQUEST FOR MAXIMUM CLASS SIZE EXCEPTION**

BACKGROUND:

At the beginning of the school year, each school district in Texas is required to review its class size enrollment to determine whether its class sizes for grades prekindergarten (PK) through Grade Four meet the requirements of the TEC 25.112. If the review indicates any class for grades PK-4 exceeds the allowable class size limit of 22 students per class (22:1), the District must submit a request for exception under TEC 25.112 (d). A district seeking an exemption must notify the commissioner and apply for the exemption not later than the later of (1) October 1; or 2) the 30th day after the first school day the district exceeds the limit. An exception request must be approved by the school District's Board of Trustees.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Application for the Waiver of the 2023-2024 Request for Maximum Class Size Exception
2. Decline to Approve Application for the Waiver of the 2023-2024 Request for Maximum Class Size Exception
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Application for the Waiver of the 2023-2024 Request for Maximum Class Size Exception

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6118-001-XXX-23-304-000000-

COST:

Not-to-Exceed - \$350,000 (*Includes 12% fringes*)

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Benbrook ES	H.V. Helbing ES	Sunrise-McMillan ES
West Handley ES	Milton L. Kirkpatrick ES	W.J. Turner ES
Burton Hill ES	D. McRae ES	Washington Heights ES
Carroll Peak ES	L.A. Boulevard Mitchell ES	Waverly Park ES
Carter Park ES	Morningside ES	Westcliff ES
George C. Clarke ES	Charles E. Nash ES	Westcreek ES
Hazel Harvey Peace ES	North Hi Mount ES	Western Hills ES (2-5)
Daggett, E.M. ES	Oakhurst ES	Worth Heights ES
Rufino Mendoza ES	Natha Howell ES	David K. Sellars ES
De Zavala ES	Oaklawn ES	J.T. Stevens ES
Diamond Hill ES	A.M. Pate ES	Bill J. Elliott ES
S.S. Dillow ES	Mary Louise Philips ES	T.A. Sims ES
Eastern Hills ES	Ridglea Hills ES	Edward J. Briscoe ES
East Handley ES	Luella Merrett ES	Woodway ES
Dolores Huerta ES	Versia L. Williams ES	Lowery Road ES
Harlean Beal ES	Sam Rosen ES	Western Hills Primary ES
Glen Park ES	Sagamore Hill ES	Clifford Davis ES
W.M. Green ES	Richard J. Wilson ES	Cesar Chavez ES
Greenbriar ES	South Hills ES	Bonnie Brae ES
Hubbard Heights ES	Springdale ES	Dolores Huerta ES

RATIONALE:

Existing staff were reallocated during the fall leveling process in order to meet the student-teacher ratio of 22:1 to the greatest extent possible. Despite the reallocation of staff, there are still classrooms over the established 22:1 class size ratio in grades PK-4. Talent Management recommends applying for a Waiver of the 2023-2024 Request for Maximum Class Size Exception.

INFORMATION SOURCE:

Woodrow Bailey, Interim Chief Talent Officer, Talent Management

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE HUMAN RESOURCES SERVICE AGREEMENT FOR PAY SYSTEMS REVIEW

BACKGROUND:

Conducting a regular compensation analysis allows hiring entities to ensure that the compensation of employees is fair, equitable, and aligned to market conditions. This is critical in attracting and retaining top-performing employees for the organization, mainly when labor is in high demand. The Fort Worth Independent School District (the District) solicited proposals from qualified consulting firms to evaluate the current District structure and compensation philosophy, recommend updates/changes, propose a new comprehensive compensation system, and implementation strategy that attract, retain, and reward top quality staff in support of the District's goals. This will ensure that the District remains an attractive employer in the Dallas-Fort Worth Metroplex, able to secure talent in a challenging labor market.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Human Resources Service Agreement for Pay Systems Review
2. Decline to Approve Human Resources Service Agreement for Pay Systems Review
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Human Resources Service Agreement for Pay Systems Review

FUNDING SOURCE: *Additional Details*

General Fund 199-41-6291-001-750-99-105-000000

COST:

\$68,000

VENDOR:

Texas Associations of School Boards, INC.

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District-Wide

RATIONALE:

Conducting a regular compensation analysis allows the District to remain an attractive employer in the Dallas-Fort Worth Metroplex.

INFORMATION SOURCE:

Woodrow Bailey, Interim Chief Talent Officer, Talent Management

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Pay Systems Review

Fort Worth ISD (“Client”)

Proposal: September 7, 2023 • Expiration: October 5, 2023

1. Scope of Work

TASB will evaluate Client pay systems and practices and develop strategies and implementation plans to achieve Client goals. The scope of work will include all employee base pay systems. Pay for extracurricular duty assignments are not included in the scope of this review.

TASB services/deliverables will include:

1. Set up pay file modeling templates using a snapshot of current employee data;
2. Analyze competitive pay position in the local job market;
3. Build or adjust pay structures aligned with market rates;
4. Develop implementation models with cost estimates for pay adjustments;
5. Review a preliminary draft of findings and recommendations with Client leaders;
6. Advise in the development of administrative processes;
7. Document and present a final report of findings and recommendations; and
8. Provide final employee data file with board-adopted general pay increase.

2. Cost

\$68,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

The end of **May 2024** will be targeted for delivery of a draft report, after beginning in March 2024. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date and must receive the electronic pay data requested from the Client within the timeframe specified in the data request.



HRServices

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB, and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

7. TASB and TASB HR Services Membership

As a prerequisite for entering into this Agreement, Client must be a member of TASB and TASB HR Services. If Client ceases to be a member of TASB or TASB HR Services, TASB may suspend or terminate this Agreement. In the event of suspension or termination, TASB may retain any fees received from Client for work performed as of the date of suspension or termination. TASB may not incur additional costs, fees, or expenses after notification of suspension or termination without Client's written approval.

This Agreement is subject to the terms and conditions of Client's TASB HR Services™ Membership Agreement, which are incorporated into this Agreement. If there is a conflict between this Agreement and the Membership Agreement, the Membership Agreement will control except as specifically provided in this Agreement and then only to the extent necessary to reconcile the conflict.

The individual signing below has the authority to bind Client to this Agreement as presented. Any interlineations or modifications to this Agreement will not be valid or enforceable unless TASB consents to the change in writing.



Texas Association of School Boards, Inc.

Client

Amy Campbell

Amy Campbell

Director, HR Services

Signature of Authorized Official

Date Approved

Purchase Order Number



HR Services

To withdraw your consent with the Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to esignature@tasb.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we may provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access.

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Association of School Boards, Inc., or any of its affiliates (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

How to contact the Company.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise the Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@tasb.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from the Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esignature@tasb.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

Certificate Of Completion

Envelope Id: 8B78F51680194382A9B7CD9CFCCD3A68
Subject: HR Services Agreement: DocuSign (Fort Worth ISD - Pay Systems Review)
Source Envelope:
Document Pages: 2
Certificate Pages: 4
AutoNav: Enabled
Enveloped Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
HR Services - Jennifer Forrester
12007 Research Blvd.
Austin, TX 78759
Jennifer.Forrester@tasb.org
IP Address: 108.255.59.253

Record Tracking

Status: Original
9/7/2023 12:02:13 PM

Holder: HR Services - Jennifer Forrester
Jennifer.Forrester@tasb.org

Location: DocuSign

Signer Events

Amy Campbell
amy.campbell@tasb.org
Security Level: Email, Account Authentication
(None)

Signature

Amy Campbell

Signature Adoption: Pre-selected Style
Using IP Address: 76.250.254.92

Timestamp

Sent: 9/7/2023 12:04:10 PM
Viewed: 9/7/2023 12:44:47 PM
Signed: 9/7/2023 12:44:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Woodrow Bailey
woodrow.bailey@fwisd.org
Security Level: Email, Account Authentication
(None)

Sent: 9/26/2023 12:43:13 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Trine Gonzalez
trine.gonzalez@fwisd.org
Chief Talent Officer
Security Level: Email, Account Authentication
(None)

Using IP Address: 163.120.80.150



Sent: 9/7/2023 12:44:51 PM
Resent: 9/26/2023 12:35:01 PM
Viewed: 9/26/2023 12:43:12 PM

Electronic Record and Signature Disclosure:
Accepted: 9/26/2023 12:43:12 PM
ID: ea0b26ba-1a0b-4ca6-9481-09e66e4cc61f

Carbon Copy Events

Status

Timestamp

Kathie Randolph
kathie.randolph@tasb.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Carbon Copy Events

Not Offered via DocuSign

Status**Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/7/2023 12:04:10 PM

Envelope Updated

Security Checked

9/26/2023 12:35:00 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

**TOPIC: **APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED SINCE SEPTEMBER 27, 2023****

BACKGROUND:

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration Recommendations: Board approve all Fort Worth ISD Campus Administrators, as defined in 19 TAC §150.005 (b), who meet the above requirements, to serve as an appraiser on any campus as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three years in a supervisory role directly related to the appraised area.
3. Minimum of one-year participation in the T-TESS evaluation system as an administrator.

The District makes every effort to ensure teacher appraisers are the teacher’s supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified Since September 27, 2023
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since September 27, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified Since September 27, 2023

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

See attached list of elementary and secondary administrators with current T-TESS certification.
Talent Management

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

Woodrow W. Bailey, Chief Interim Talent Officer, Talent Management

CONSENT AGENDA ITEM
T-TESS Appraisers
Since September 27, 2023

Location	Position	First Name	Last Name
Eastern Hills HS	Assistant Principal	Paula	Pennil
Polytechnic HS	Assistant Principal	Maria	Perez
JJAEP	Assistant Principal	Denisha	Ibiezugbe
Service Network 3	Executive Director	Dorene	Benavidez
CTE	CTE Coordinator	Jennifer	Akinluyi-Abe
Service Network 4	Executive Director Counseling Services	Sandra	Benavidez-Perez
Talent Mgmt.	Director of Teacher Pipeline	Emily	Camarena
Talent Mgmt.	EPE Coordinator	Sharolyn	Chitwood
Service Network 2	Executive Director	Guadalupe	Cortez
Service Network 3	Director, Elem Emergent Bilingual	Vanessa	Cuarenta
Service Network 4	GT Coordinator	Tyler	Dean
Service Network 4	GT Director	Michael	Flusche
Service Network 4	CTE Coordinator	Mary Helen	Hill
Service Network 1	Associate Superintendent	Melissa	Kelly
Service Network 1	Executive Director	Todd	Koppes
CTE	CTE Coordinator	Bobbi	Levine
Service Network 3	Executive Director	Gloria	Martinez
Service Network 4	Hospital/Children's Medical	Bolivia	Mason-Loeb
Service Network 4	GT Coordinator	Melanie	Maxwell
Service Network 4	Director of Dyslexia	Amy	Montemayor
Service Network 1	Director Early Learning	Olayinka	Ojo (Moore)
Service Network 1	Executive Director	Christine	Renteria
Service Network 3	Executive Director	Valencia	Rhines
Service Network 4	Executive Director	Olga	Romero
Service Network 4	Executive Director	Deborah	Traylor
Service Network 4	Executive Director	Janice	Carter
Service Network 4	SpEd Coordinator	Andrew	Spencer

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE TEACHER INCENTIVE ALLOTMENT (TIA) NEW AND HIGHER DESIGNATIONS PROCESSING FEE**

BACKGROUND:

House Bill 3 was passed by the 86th Texas Legislature in 2019 and established the Teacher Incentive Allotment (TIA) to recognize effective teachers on three different levels: Recognized, Exemplary and Master. These teacher designations generate additional teacher-focused allotment funding for districts in order for them to reward their top performers.

Texas Education Code Section 48.112(g) entitles a district to receive an increased allotment under this section in the amount necessary for reimbursement for any fees paid under TEC §21.3521(i) The commissioner may adopt fees to implement the Teacher Incentive Allotment (TIA).

To conduct the mandated data validation process for the determination of teacher designation, districts must submit a \$500.00 per teacher designation fee to the Texas Education Agency. Districts submit fees based on the number of new or higher designations, i.e., Recognized to Exemplary, Exemplary to Master. Designation fees only apply to teachers being submitted for a new or a higher designation. No fees are required to maintain existing teacher designations. FWISD designated 267 teachers in the 2022-2023 school year. For 2023-2024, approximately 500 teachers are anticipated to be designated or to increase in their current designation.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve the Teacher Incentive Allotment (TIA) New and Higher Designations Processing Fee
2. Decline to Approve the Teacher Incentive Allotment (TIA) New and Higher Designations Processing Fee
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Teacher Incentive Allotment (TIA) New and Higher Designations Processing Fee for the School Year 2023-2024

FUNDING SOURCE: *Additional Details*

General Fund 196-41-6499-001-750-99-105-000000

COST:

Not-to-Exceed - \$250,000

VENDOR:

Texas Education Agency

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Talent Management

RATIONALE:

Approval of the Designation Fees to entitle the district to receive an increased allotment under this section in the amount necessary for reimbursement for any fees paid under TEC §21.3521(i).

INFORMATION SOURCE:

Woodrow W. Bailey, III, Interim Chief Talent Management Officer, Talent Management

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE ADDITION OF ROLLING HILLS ELEMENTARY SCHOOL
TO THE EDUPHORIA PREMIUM SUITE PURCHASE**

BACKGROUND:

On July 25, 2023, the Board considered and approved the purchase of the Eduphoria Premium Suite. Rolling Hills Elementary School was not included in the original quote that was submitted to the Board for consideration on July 25, 2023.

Eduphoria Premium Suite provides the District and campuses with an integrated web-based solution for the Texas Teacher Evaluation and Support System (T-TESS), professional learning scheduling and tracking, customizable access to student-level assessment data, and a tool for creating forms and assessments. The District purchases Eduphoria Premium Suite to consolidate services and save resources. Eduphoria Premium Suite provides teachers and instructional personnel access to multiple services through one portal, with integration and consistent navigation. Approval of this item will include the addition of Rolling Hills Elementary School to the Eduphoria Premium Suite purchase.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Addition of Rolling Hills Elementary School to the Eduphoria Premium Suite Purchase
2. Decline to Approve Addition of Rolling Hills Elementary School to the Eduphoria Premium Suite Purchase
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Addition of Rolling Hills Elementary School to the Eduphoria Premium Suite Purchase

FUNDING SOURCE:

Additional Details

General Fund	199-31-6399-001-999-11-114-000000.....	\$2,860
	199-31-6399-001-999-11-114-000000.....	\$3,43,200
	199-31-6239-001-999-99-114-000000.....	\$4,380

COST:

\$343,200(*Approved July 25, 2023*)

\$4,380 (*Approved July 25, 2023*)

\$2,860 (*Amended to include*)

Total Cost - \$350,440

VENDOR:

Region 11 Education Service Center

PURCHASING MECHANISM:

Interlocal Agreement

Purchasing Support Documents Needed:

Interlocal (IL) - Price Quote and IL Contract Summary Required

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Elementary Schools, Middle Schools, High Schools, and Specialty Campuses

RATIONALE:

T-TESS is a state requirement and the management of the entire evaluation process is critical to ensure accuracy and timely, accessible feedback for teachers. The tracking of professional learning is required as a part of state-mandated T-TESS; additionally, this tracking maintains compliance with other state and federal requirements, certification renewal, and District-required training. The integration of this application within one (1) system increases efficiency and effectiveness for teachers and administrators.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

ESC REGION 11 DATA RESOURCE SERVICES

Quote

FROM: ESC Region 11
Data Resource Systems

DATE: August 30, 2023

CONTRACT YEAR: 23-24 SY

C/O: Sara Arispe
Fort Worth ISD

Eduphoria				
Total Enrollment (2022-2023)	Renew Full Suite (per campus)	Total # Campuses Added	Total	Total Billable to District
72,783	\$2,860.00	1	\$2,860.00	\$2,860.00

The quote above reflects the addition of one Regular Campus for the 23-24 SY, Rolling Hills EL, in addition to the existing contract for 120 Regular Campuses and 11 AEA Campuses.

*Amended to include Rolling Hills ES



817-740-7637



Preparing today's learners for tomorrow's opportunities

Clyde W. Steelman, Jr., Ed.D.
Executive Director

**Data Analysis Services
and Support Quote**

**Fort Worth ISD
2023 – 2024**

March 9, 2023

The table below represents Fort Worth ISD's requested Data Resources services and estimated costs for the 2023-24 school year. Listed are Eduphoria components, which include Eduphoria Suite Package. All services will be effective September 1, 2023 – August 31, 2024. **This quote is strictly for budget planning purposes only.**

Online submission of contracts will still be required for service activation.

Component	Fee Explanation	Fee
Eduphoria Suite (All 6 components)	\$2,860 per campus (based on 120 campuses)	\$343,200.00
Support Fee	<p>Support fees are based on the number of components and student enrollment. This includes:</p> <ul style="list-style-type: none"> 2 district on-site technical assistance visits per year (limit of 5 people) *Unlimited Phone/Email Assistance * If additional site visits are needed, please contact the ESC Region 11 Eduphoria representative for fee structure. All ESC Region 11 Eduphoria Trainings — Three district representatives per session for 1-464 Student Enrollment <p>Four district representatives per session for 465-2,999 Student Enrollment *Five district representatives per session for 3,000+ Student Enrollment *Six district representatives per session for Districts w/ Multiple high schools.</p>	\$4,380.00
Total		\$347,580.00

Please contact LaVonnia Nelson at lnelson@esc11.net or 817-740-7576 with any questions or changes to this quote.

55

1451 South Cherry Lane White Settlement, TX 76108 • 817-740-3600 • www.esc11.net

Considered and approved by the Board on July 25, 2023

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2023, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.

The Instructional Services Division offers the following services to school districts/charter schools that sign the **Eduphoria Suite, Instructional Package, Aware, or the Strive Only Contract:**

Services Included at No Additional Charge

Districts renewing a current Suite subscription will maintain access to all six applications in Eduphoria. Any new district subscription will be for either the Eduphoria Instructional Package (Aware, Forethought, and Strive), Eduphoria Aware only, or for the Eduphoria Strive Only. *Note: Districts must have subscribed to a product the previous year in order to be eligible for renewal options. The details below outline all existing applications:

- **Eduphoria: Aware Premium**
 - o Analyze state assessment data in a rich, interactive grid
 - o Create and share custom data views to focus on important issues for your district
 - o Develop easy-to-administer benchmark tests
 - o Print answer documents on plain paper and scan with inexpensive retail scanners
 - o Create a district bank of benchmark questions
 - o Analyze the impact of your scope and sequence when used with Forethought
 - o Build student personal graduation plans
 - o Generate graphs automatically as you are interacting with your data
- **Eduphoria: Forethought**
 - o Develop district scope and sequence online
 - o Create clarifying documents on best practices
 - o Align curriculum with TEKS and state assessment data
 - o Develop district bank of exemplary activities and lessons
 - o Collaborate with shared plans and team planning
 - o Enjoy rich text planning area for attractive lesson plans
 - o Plan a day-at-a-time or for a week's subject-at-a-time
 - o Copy plans easily from year-to-year or week-to-week
 - o Eliminate the need for turning in lesson plans!
- **Eduphoria: Strive**
 - o Professional development management and collaboration platform
 - o Complete appraisal system with integrated staff evaluation, goal setting, and PLC collaboration to create a true professional growth system
 - o Intuitive and innovative course management system that is fully functional on mobile devices
 - o Powerful real-time reporting for educator goals and portfolios to support educators in need
 - o Create comprehensive professional learning plans

The following applications are only available in renewing Suite purchases:

- **Eduphoria:Helpdesk**
 - o Manage customized requests for multiple departments
 - o Easily track technician statistics
 - o Maintain parts stores
 - o Manage software licenses
 - o Auto-assign tasks to service staff based on type of request or location
- **Eduphoria:Facilities and Events**
 - o Public facility rental and invoicing
 - o Districtwide inventory system
 - o Room reservation and item checkout for staff
 - o Project and event planning
 - o Resources assigned to teachers and students
- **Eduphoria:FormSpace**
 - o Build online forms and surveys for district personnel and your community
 - o Analyze and export information using powerful reporting and data tools
 - o Develop automated and dynamic free-flowing workflows for approvals and notifications

Services Offered At an Additional Cost

- **Customized/On-Site Trainings:** Districts are charged a per-person fee according to ESC Region 11 fee schedule, with a required minimum/maximum number of participants per trainer (plus the cost of materials per participant, when applicable).

ESC Region 11 Contact

Data Analysis Contact
(817) 740-7637

Price List — 2023-2024

Renewing Districts Only	
Eduphoria Suite	
Renewing - All 6 Applications (per campus)	\$2,860
Instructional Package	
Renewing - Aware, Forethought, Strive (per campus)	\$3,685
Aware Premium	
Renewing - Aware Premium Only	\$2,590
Strive Only	
Renewing - Strive Cost Only (per campus)	\$1,110
Aware Test Builder	
Districts that have not purchased Eduphoria: Aware, Instructional Package, or Suite must pay an additional TEKSbank hosting fee (per campus)	\$385

New Sales (New District Only) & Conversions from Eduphoria Suite/Instructional Package to Aware Premium	
Aware Premium, Strive, or Aware Premium + Strive Package*	<i>Pricing determined by Eduphoria directly. Contact Eduphoria at sales@eduphoria.net.</i>

**Setup and implementation required for Aware and Strive. All new sales must contact Eduphoria at sales@eduphoria.net for final pricing.*

ESC Region 11 Eduphoria Support and Training Fee (Required)	
<u>Enrollment</u>	<u>Fee</u>
1-464	\$1,080
465-2,999	\$2,220
3,000+	\$3,300
Districts with multiple high schools	\$4,380

**Required Eduphoria Implementation and Setup will need to be purchased directly from Eduphoria for all new district purchases. Contact sales@eduphoria.net for details.*

Support and Training Fee Includes:

- Unlimited Phone/Email Assistance
- Monthly Webinar Trainings
- All ESC Region 11-hosted Eduphoria Trainings

Customized Trainings (at ESC Region 11 or In District):

- Districts are charged a consulting fee according to the ESC Region 11 Service Request fee structure. Complete a service request by visiting www.esc11.net and selecting "Request PD."
- An additional cost of materials per participant, when applicable, will be charged.

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE RATIFICATION PURCHASE OF THE RENEWAL OF
ONLINE REFERENCE DATABASES AND STREAMING MEDIA**

BACKGROUND:

This vendor provides subject-specific curriculum-based reference databases including articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through individual school library websites, Library Media Services' websites, and *ClassLink*, the District's single sign-on portal. Library Media Services monitors usage monthly to determine continued interest and need. The contract period begins August 1, 2023, and expires July 31, 2024.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification Purchase of the Renewal of Online Reference Databases and Streaming Media
2. Decline to Approve Ratification Purchase of the Renewal of Online Reference Databases and Streaming Media
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification Purchase of the Renewal of Online Reference Databases and Streaming Media

FUNDING SOURCE: *Additional Details*

General Fund 199-12-6329-634-999-99-217-000000

COST:

\$93,390.45

VENDOR:

InfoBase - *Buyboard 573-18*

PURCHASING MECHANISM:

Cooperative Agreement

This purchase is in accordance with the Texas Education Code 44.031 (j). Pricing obtained through the Buyboard Contract 573-18. Supporting documentation is attached. The recommended vendor is listed.

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Fort Worth ISD campuses

RATIONALE:

Database usage statistics for the previous twelve-month period indicate that District users conducted 17,414 searches, with 2,887 users and 35,204 page views in an average session of 7.72 minutes.

INFORMATION SOURCE:

Melissa Kelly, Associate Superintendent, Learning and Leading Network #1

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

**TOPIC: **APPROVE ADDENDUM AND PURCHASE OF LITERACY
PROFESSIONAL LEARNING SERVICES FOR SCHOOLS AND
COMMUNITY SUCCESS PARTNERS****

BACKGROUND:

This is an addendum to an existing 2023 - 2024 contract. The contract adds (1) professional learning services for after school providers serving students and families as part of a partnership with Read Fort Worth After School programs and (2) providing pilot access to Power Up to Opportunity Zone high schools.

The partnership with Read Fort Worth’s purpose is to help District students gain literacy skills as part of after school programs by reinforcing the use of high-quality instructional materials District students use during the school day. Learning intervention programs accelerate the development of literacy skills for students of all abilities, helping them make the critical shift from learning to read to reading to learn. District educators use Core 5 (K-5) and Power Up (6-8) daily to provide: a) Differentiated literacy instruction; b) Support that substantially reduces students’ risk of not meeting grade-level standards; c) and give accelerated and on-track students the instruction they need to thrive. The professional learning proposed will train Read Fort Worth After School staff on providing strategies to support students’ literacy skills growth in the program.

The Power Up pilot will provide nine Opportunity Zone high schools with access to foundational reading and language resources developed specifically for adolescent learners. This intervention resource will support closing critical literacy skills gaps students need to be successful on End-of-Course exams and college, career, and military readiness.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Addendum and Purchase of Literacy Professional Learning for Schools Community Success Partners
2. Decline to Approve Addendum and Purchase of Literacy Professional Learning for Schools | Community Success Partners
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Addendum and Purchase of Literacy Professional Learning for Schools Community Success Partners

FUNDING SOURCE:

Additional Details

General Fund

199-13-6299-015-999-99-160-0000000

COST:

\$6,625

VENDOR:

Lexia Learning Systems LLC

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Elementary Schools
Southwest High School
Carter-Riverside High Schools
O.D. Wyatt High School
Northside High School
P. L. Dunbar High School
Diamond Hill-Jarvis High School
South Hills High School
Polytechnic High School
Eastern Hills High School

RATIONALE:

Approval of the addendum and purchase strengthens the partnership between schools and community by concentrating Read Fort Worth After School programs' academic supports on literacy skills acceleration using the same high-quality instructional materials students use during the school day. The extension of this literacy program to Opportunity Zone High Schools will provide access to foundational reading and language resources developed specifically for adolescent learners. Use of this intervention resource helps students close gaps in literacy skills and accelerates their ability to become proficient readers which leads to increased student achievement.

INFORMATION SOURCE:

Dr. Melissa Kelly, Associate Superintendent, Learning and Leading Service Network #1

QUOTE

Exhibit A-1



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320

Concord, MA 01742 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-588592-3
Created Date: 9/7/2023

Prepared By: Lauren Brown
Email: lauren.brown@lexialearning.com

Quote To:
Mary Jane Bowman
Fort Worth ISD
100 N University Dr
Fort Worth, TX 76107 US

Bill To:
Mary Jane Bowman
Fort Worth ISD
100 North University Dr NW 140 -E
Fort Worth, TX 76107 US

Lexia Proposal for (3) Core5 School Success Partnerships and (1) Core5 Professional Learning Day from 10/1/23-6/30/24. The total of this purchase amounts to \$13,250 to be paid across quotes Q-588587 and Q-588592 for \$6,625.00 each.*

Total Price \$6,625.00

*Both proposals must be processed at once to complete this order.

Fax or email Purchase Orders with quote number Q-588592-3 to the following:

Attn: Lauren Brown
Email: lauren.brown@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS



Lexia Learning Systems LLC
 300 Baker Avenue, Suite 320
 Concord, MA 01742 USA
 Phone: (978) 405-6200
 Fax: (978) 287-0062

Quote #: Q-590987-1
Created Date: 9/18/2023

Prepared By: Lauren Brown
Email: lauren.brown@lexialearning.com

Quote To:
 Fort Worth ISD
 100 N University Dr
 Fort Worth, TX 76107 US

Bill To:
 Mary Jane Bowman
 Fort Worth ISD
 100 North University Dr NW 140 -E
 Fort Worth, TX 76107 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
10/1/2023	3/31/2024	9	Lexia PowerUp Literacy School Evaluation Southwest HS, Carter-Riverside HS, OD Wyatt HS, Northside HS, Dunbar HS, Diamond Hill HS, South Hills HS, Polytech, Eastern Hills HS	\$0.00	\$0.00

Total Price \$0.00

Fax or email Purchase Orders with quote number Q-590987-1 to the following:

Attn: Lauren Brown
 Email: lauren.brown@lexialearning.com
 Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

FIRST CONSULTANT SERVICE CONTRACT ADDENDUM

This First Consultant Service Contract Addendum ("Addendum") is made a part of the Consultant Service Contract ("Contract") dated June 28, 2023, between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and Lexia Learning Systems, LLC ("Consultant"), acting by and through its duly authorized representative. The District and Consultant will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Contract outlined below. As stated in Subsection 8.19 the Contract, Entire Agreement Modifications: "This agreement and each of its provisions must be binding upon the parties and may not be waived, modified, amended or altered except by a written amendment signed by District and Contractor." These additions shall be valid as if part of the original contract.

Subsection 3.1 of the Contract is hereby amended to reflect a change in the compensation of the Consultant by \$6,625.00 from an amount NOT TO EXCEED \$1,311,700.00 to an amount NOT TO EXCEED \$1,318,325. As such, Subsection 3.1 of the Contract shall be amended to read, as follows:

3.1. As full compensation for the services provided, District will make payment following satisfactory completion of services in an amount **NOT TO EXCEED \$1,318,325.00**, inclusive of all fees and allowable expenses. Compensation for services rendered must be based on the following rates or in accordance with the following terms (initial where applicable):

FIXED FEE of \$1,318,325.00 for all services performed plus reimbursable expenses of \$0.00 for a total contract amount of \$1,318,325.00

Additionally, Exhibit A of the Agreement is hereby amended to add Exhibit A-1 and A-2 in addition to the other documents that comprise Exhibit A.

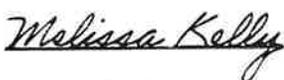
FOR DISTRICT:

Signed: 
Name: Mary Jane Bowman
Title: ED of Humanities & Academics
Date: October 2, 2023

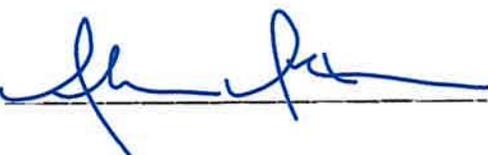
FOR CONTRACTOR:

Signed: 
Name: Nick Gaehde
Title: President
Date: 10/2/2023

FOR DISTRICT:

Signed: 
Melissa Kelly
Associate Superintendent
Date: October 2, 2023

APPROVED AS TO FORM:

Signed: 
Date: 10/04/2023

SUPERINTENDENT APPROVAL
(Required over \$25,000)

Signed: _____
Dr. Angélica M. Ramsey
Superintendent of Schools

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE 2023-2024 CAMPUS IMPROVEMENT PLANS**

BACKGROUND:

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District and campuses' achievement goals.

Each CIP must:

- Include a review of the academic achievement for each student in the school.
- Set the campus performance objectives based on the student achievement indicator system and projections.
- Identify how the campus goals will be met for each student.
- Determine the resources needed to implement the plan.
- Identify staff needed to implement the plan.
- Set timelines for reaching these goals.
- Measure progress towards the performance objectives periodically to ensure that the plan is resulting in academic achievement.
- Include goals and methods for violence prevention, intervention, and increased attendance.
- Provide a program to encourage parental involvement on the campus.

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Improvement Plans (CIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

Links to each Campus Improvement Plan (CIP) will be available on the District's Intranet at the following web address:

<https://fwisd.sharepoint.com/sites/Departments/FP/Pages/Campus-Improvement-Plan.aspx>

STRATEGIC GOAL:

1 -Increase Student Achievement

INFORMATION SOURCE:

Melissa Kelley, Associate Superintendent, Learning and Leading Service Network #1

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: **APPROVE PROPOSED COURSE CHANGES FOR THE 2024 – 2025
SCHOOL YEAR****

BACKGROUND:

Each year, proposals for course additions and deletions are submitted to the Board of Education for consideration. Attached is a list of course deletions and new courses proposed for the 2024 – 2025 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Proposed Course Changes for the 2024 – 2025 School Year
2. Decline to Approve Proposed Course Changes for the 2024 – 2025 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Proposed Course Changes for the 2024 – 2025 School Year

FUNDING SOURCE: *Additional Details*

Not Applicable

Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

South Hills High School – Kinesiology courses
Benbrook High School – AP Precalculus
Paschal High School – AP Precalculus
YWLA – AP Precalculus
TCC South – AP Precalculus
Trimble Tech High School – AP Precalculus
TABS – AP Precalculus
North Side High School – AP Precalculus
Southwest – AP Precalculus

RATIONALE:

Adjustments in course offerings are necessary to accommodate changing needs of students and programs.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent of Learning and Leading Service Network #2

PROPOSED COURSE DELETIONS FOR THE 2024-2025 SCHOOL YEAR

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Honors Integrated Physics & Chemistry (IPC)	1 Science Credit	8 - 10	Kenyail Carr	<ol style="list-style-type: none"> 1. Course Doesn't Meet All Endorsement Graduation Requirements: The Integrated Physics and Chemistry (IPC) course and the Honors IPC course do not meet the science credit requirements for the STEM Endorsement. It is inappropriate to offer an "Honors IPC" option when this course doesn't meet all endorsement science requirements as it could be a missed opportunity for some students to gain science credit that will count towards their graduation requirements. NOTE: The campus who primarily offers this course is the IM Terrell STEM Academy and students are placed into this course even though many have a STEM endorsement. 2. Misalignment with Course Placement Guidance: Guidance for student placement into the IPC course is based on student growth and achievement in their middle school math courses. Students should only be placed into an IPC course when they have experienced multiple years of low growth in math and "below grade level" achievement scores on the math STAAR test. Given this guidance, it is inappropriate to offer an "Honors IPC" course. 	N/A
Honors Physics	1 Science Credit	9 – 12	Kenyail Carr	<ol style="list-style-type: none"> 1. The College Board removed "Pre-AP Physics" from their course offerings in the fall of 2014 when they changed the course structure to include an AP Physics I and AP Physics II, therefore there is no progression once a student has completed "Honors Physics". The AP Physics I, OnRamps Physics I, AP Physics C – Mechanics, and AP Physics C – Electricity and Magnetism are all options for students wanting to take an advanced credit physics course. 	N/A

PROPOSED COURSE ADDITIONS FOR THE 2024 - 2025 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Principles of Exercise Science and Wellness Honors version	1 Elective	9 – 10	Stephanie Tennyson Robert Wright Lisa Castillo	<p>This course was recently approved and added by TEA for the 22/23 school year. It will be offered as a pilot for 22/23 pending board approval for final addition in 24/25.</p> <p>The Principles of Exercise Science and Wellness course is designed to provide for the development of knowledge and skills in fields that assist patients with maintaining physical, mental, and emotional health. Students in this course will understand diet and exercise, as well as techniques to help patients recover from injury, illness, and disease. They will also learn about introductory health science topics such as employability skills, lifespan development, and ethical and legal standards. Students who take this course are ideally interested in such careers as physical therapy, athletic training, nutrition, personal training, and recreational therapy. The central focus of this course is to provide students with a solid foundation in the topics of health and wellness and increase their interest in the various careers available in these fields.</p> <p>Athletic Trainers will teach this course and the Kinesiology courses.</p> <p>Offered at South Hills High School</p>	<p><u>Costs:</u></p> <p>Textbooks - \$24,840</p> <p>Equipment - \$30,800 (startup, 1-time cost) (incudes taping station, therapy table, whirlpool table, treatment table, modality carts, rolling stools, athletic trainer kits</p> <p>Supplies - \$600/class of 30</p> <p>Funded by CTE</p>

PROPOSED COURSE ADDITIONS FOR THE 2024 - 2025 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
Kinesiology I Honors version	1 Elective	11 – 12	Stephanie Tennyson Robert Wright Lisa Castillo	<p>This course was recently approved and added by TEA for the 22/23 school year. We are requesting board approval to begin offering it in the 24/25 school year.</p> <p>This course is designed to introduce students to the basic concepts of kinesiology. Students will gain an understanding of body mechanics, physiological functions of muscles and movements, the history of kinesiology, and the psychological impact of sports and athletic performance. Students will also explore careers within the kinesiology field and be able to explain the societal demand for kinesiology-related jobs. Students will develop a foundation in Kinesiology I that will prepare them for upper-level courses that will dive deeper into the anatomical and physiological functions of the body and provide opportunities for an industry-certified exam such as a certified personal trainer.</p> <p>Offered at South Hills High School</p>	<p><u>Costs:</u></p> <p>Textbooks - \$7,272.30</p> <p>Equipment - \$30,800 (80% of costs are startup, 1-time cost) (includes taping station, therapy table, whirlpool table, treatment table, modality carts, rolling stools, athletic trainer kits</p> <p>Supplies - \$600/class of 30</p> <p>Funded by CTE</p>
Kinesiology II Honors version			Stephanie Tennyson Robert Wright Lisa Castillo	<p>This course was recently approved and added by TEA for the 22/23 school year. We are requesting board approval to begin offering it in the 24/25 school year.</p> <p>The Kinesiology II course is designed to provide students an advanced level of knowledge, skills, and understanding of body composition and the effect on health, nutritional needs of physically active individuals, qualitative biomechanics, application of therapeutic modalities, appropriate rehabilitation services, and aerobic training intensity programs. The course is designed to allow students to advance their understanding of professional standards, employability skills, and ethical and legal standards. Throughout this course, students explore the healthcare/exercise business model and gain an understanding of therapeutic sports psychology. Students develop proper aerobic fitness programs and rehabilitation programs. Kinesiology II prepares students for an industry certification exam such as Certified Personal Trainer.</p> <p>Offered at South Hills HS</p>	<p><u>Costs:</u></p> <p>Textbooks - \$5,998.50</p> <p>Equipment - \$30,800 (80% of costs are startup, 1-time cost) (includes taping station, therapy table, whirlpool table, treatment table, modality carts, rolling stools, athletic trainer kits</p> <p>Supplies - \$600/class of 30</p> <p>Funded by CTE</p>

PROPOSED COURSE ADDITIONS FOR THE 2024 - 2025 SCHOOL YEARS

PROPOSED COURSE	CREDIT	GRADE PLACEMENT	CONTACT PERSON	DESCRIPTION	COST PER SECTION/ FUNDING SOURCE
AP Precalculus	1 Math Credit	9 – 12	Kenyail Carr	<p>College Board is launching AP Precalculus in the 23/24 school year. The district will pilot the course in 23/24 and seek Board approval for 24/25 as a permanent addition to our math offerings.</p> <p>AP Precalculus is designed to be the equivalent of a first semester college precalculus course providing students with an understanding of the concepts of college algebra, trigonometry, and additional topics. AP Precalculus centers on functions modeling dynamic phenomena. This research-based exploration of functions is designed to better prepare students for college-level calculus and provide grounding for other mathematics and science courses.</p> <p>Benbrook, Paschal, YWLA, TCC South, Trimble Tech, TABS, North Side, Southwest piloting next year</p>	<p><u>Costs:</u></p> <p>No expenses incurred with course offering</p>

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **RATIFY MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT (FWISD) AND TARRANT COUNTY COLLEGE (TCC) FOR THE PATHWAYS IN TECHNOLOGY EARLY COLLEGE HIGH SCHOOL (P-TECH) ACADEMIES**

BACKGROUND:

The Memorandum of Understanding (MOU) is set to maintain the Pathway in Technology Early College High School (P-TECH) academies in accordance with the legislative grant of authority for P-TECH schools in the Texas Education Code. The P-TECH programs will be housed at Fort Worth ISD campuses and the institution of higher education (IHE) partner in accordance with the Texas Higher Education Coordinating Board (THECB) Rules codified under the Texas Administrative Code. In addition to the educational programming at Fort Worth ISD campuses, the P-TECH programs will be continued into the 2023-2026 school years in order to increase students' competitiveness and opportunities in high-wage and high-demand careers. Per the application submitted to TEA, dual-credit coursework, work-based learning, hands-on activities, job shadowing, and preferential interviews for qualified P-TECH applicants will be provided through these programs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Ratify Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academies
2. Decline to Ratify Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academies
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Ratify Memorandum of Understanding (MOU) Between Fort Worth Independent School District (FWISD) and Tarrant County College (TCC) for the Pathways in Technology Early College High School (P-TECH) Academies

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR:

Tarrant County College

PURCHASING MECHANISM:

Not Applicable

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

College, Career, and Military Readiness
Dunbar High School

RATIONALE:

Ratification of this Memorandum of Understanding will allow Fort Worth ISD P-TECH programs to continue the mutually beneficial partnership that has been established with TCC. TCC will provide dual credit courses and establish industry-based work experiences for students who are considered to be traditionally underserved. These P-TECH partnerships will target students who may be at-risk, economically disadvantaged, or first-generation college students. Additionally, many of these students may be over-age, under-credits, or English Language learners who may have trouble transitioning into postsecondary education after graduation. If these programs were not established, many of these students may not have been afforded these opportunities for college and career readiness beyond graduation.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent of Learning and Leading Service Network# 2

**MEMORANDUM OF UNDERSTANDING
TARRANT COUNTY COLLEGE DISTRICT AND
FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR
PTECH ACADEMY AT DUNBAR HIGH SCHOOL**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MOU") is made and entered into by the Tarrant County College District, a political subdivision of the State of Texas, on behalf of Tarrant County College South Campus (hereinafter referred to as "College") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas, (hereinafter referred to as "FWISD" or "District"), pursuant to the authority granted in compliance with Section 29.908 of the Texas Education Code. District and College may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, the Parties to this MOU will establish an Early College High School or desire to continue an Early College High School (herein so called, or "ECHS") in the 2023-2024 academic year, which will begin by serving students in grades 9-12 (with subsequent years serving grades up to 14) to provide opportunities for academic credit college courses for high school students in accordance with Chapter 4 of the Texas Higher Education Coordinating Board ("THECB") Rules, as codified under Title 19, Part 1, Chapter 4 of the Texas Administrative Code;

WHEREAS, Services under this MOU are targeted towards traditionally underserved students (high percentage of at-risk, economically disadvantaged students, and first-time college-goers), who: (1) are highly motivated but have received insufficient academic preparation; (2) may be English language learners; (3) are likely to experience difficulty in experiencing a smooth transition into postsecondary education; (4) have limited financial resources, and as a result, the cost of college is prohibitive;

WHEREAS, under this MOU, Early College High Schools are small schools with enrollments of 400 or fewer students who have the potential to earn both a high school diploma and an Associate Degree or two years of college credit toward a Bachelor's Degree, the Parties agree to follow the intent of the Guiding Principles of the ECHS especially in providing ECHS classes with sufficient time for the students to complete an Associate Degree;

WHEREAS, Early College High Schools prepare high school students for successful career and educational futures through full integration of high school, college, and the world of work; improve academic performance and self-concept; and increase high school and college/university completion rates; and

WHEREAS, it is the intention of the Parties that the P-Tech shall be operated in accordance with the legislative grant of authority for Pathways in Technology Early College High School in Texas Education Code §§ 29.551 through 29.557, et. seq., and any and all rules and regulations which may be promulgated by Texas Commissioner of Education, in connection therewith, as same may presently exist or as may hereafter be amended, modified or supplemented.

NOW, THEREFORE, the parties to this MOU agree to the following:

1. Term:

- A. The term of this MOU shall commence upon signature dates found on the last page of this MOU.
- B. The MOU will end on June 30, 2026, unless otherwise amended.
- C. Each academic year, the District will submit a Letter of Continuation to the College as confirmation to continue with all terms listed in this MOU and provide updated course crosswalks, as needed.

2. Guiding Principles: The College and District will function on the following principles:

- A. The establishment of a mutually beneficial partnership between the College and District allows

a flexible and creative response to the organizational, mission, fiscal, and data needs of all Parties.

- B. Collaboration in planning, implementation, and continuous improvement of Early College High School programs including the provision for faculty, staff, and administration, curriculum development, professional development, and student services.
- C. Provision of rigorous college readiness, technical, and early college credit courses.
- D. Financial collaboration that addresses costs of all Parties to this MOU and assists each in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the program successfully.
- E. Location of the Early College High School on the College grounds with students integrated with campus facilities and College co-curricular activities.
- F. Use of facilities including classrooms, labs, offices, and libraries that reduce operating costs and promote collaboration of students, faculty, staff, and community members in program success.
- G. Selection of students by application and/or lottery, to reflect the diversity of FWISD.
- H. Vertical alignment that promotes a college-going culture in all areas: teachers, college faculty, and high school and college counselors.
- I. Collaboration that addresses the instructional calendar, instructional materials, and student enrollment and attendance, as well as both the Texas Education Agency ("TEA") and the Texas Higher Education Coordinating Board ("THECB") grading periods and policies.
- J. The College and District agree to a recommended minimum of fifteen (15) students per class. Exceptions can be approved by Vice President for Academic Affairs.

3. Scope of Agreement and Limitations of Authority:

The Parties agree as follows:

A. Governance:

- (1) The Early College High School will:
 - a. Be governed by FWISD and subject to FWISD's and federal policies, and
 - b. Have the autonomy to operate as an ECHS on the College campus within the rules and guidelines established by the TEA, FWISD, and the College.
- (2) The FWISD ECHS Lead Administrator:
 - a. Within the rules and guidelines established by TEA and FWISD, will have the authority to implement and supervise:
 - i. Campus Governance;
 - ii. Campus Staffing;
 - iii. Staff appraisal with full authority in TEA's Texas Teacher Evaluation and Support System (T-TESS), including growth plans that must be followed and hire/rehire;
 - iv. Campus Budget;
 - v. Student assessment, curriculum, and scheduling;
 - vi. Campus Professional development;
 - vii. Management of school and student data for ECHS students with permission from the College and adherence to the Family Educational Rights and Privacy Act. ("FERPA"); and
 - viii. Parent and community involvement that is consistent with the mission and needs of the school.
 - b. Will direct the ECHS administrative assistant or designee in entering attendance/ grades to the student accounting system of FWISD;
 - c. Will report to the FWISD superintendent or his/her designee through the established FWISD governance structure; and
 - d. Will be the primary contact for the ECHS with the community and the College.
- (3) Early College Leadership Council:

- a. Serves as an advisory committee to the ECHS Lead Administrator in establishing procedures and developing a coherent program across parties.
- b. Membership will be defined by the TXECHS Blueprint and will include, but not be limited to, representatives of FWISD and the College, and/or community members. The specific membership of the Early College Leadership Council will be determined by the Superintendent of FWISD and the President of the College. Members will include high-level personnel with decision-making authority.
- c. The Early College Leadership Council will meet quarterly and as needed to address:
 - i. Assessment of instructional and programmatic activities;
 - ii. The identification of problems, issues, and challenges; and
 - iii. Recommendations to the ECHS Lead Administrator for effective coordination and collaboration in the planning and continual development of the ECHS program.

B. Awarding Credit for Courses: The College will award credit for courses for which Course Crosswalks have been approved and appear in the ECHS Course Crosswalk for Early College High School (herein so called), a copy of which is attached hereto as Exhibit "A" and incorporated herein fully by reference. These courses shall have been evaluated and approved through the official College curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school level.

C. Duties of College:

The College shall have the following duties:

- (1) Waive tuition for students duly enrolled in the ECHS approved college courses;
- (2) Provide a selection of text materials for college courses;
- (3) Involve full-time faculty who are teaching in the appropriate disciplines in overseeing college course selection and implementation in the ECHS;
- (4) Ensure that syllabi and course documents are followed;
- (5) Apply the standards of expectation and assessment uniformly in all venues where the College offers courses;
- (6) Ensure that all College core curriculum courses are in the students' individual ECHS graduation plan by the beginning of the high school freshman year;
- (7) Designate personnel to monitor the quality of instruction in order to assure compliance with the ECHS Course Articulation Agreement for Early College High School and the standards established by TEA, applicable accrediting agencies, and the College;
- (8) Provide access to in-house professional development opportunities offered by College that coincide with curriculum issues that will impact ECHS student success in their collegiate courses to the ECHS faculty and staff at no charge.
- (9) Provide academic support for ECHS students;
- (10) If applicable, provide an area per FWISD and state and federal requirements in which students may eat lunch/meals that FWISD provides;
- (11) Provide parking for ECHS faculty, staff, and appropriate students for required ECHS activities on the College campus;
- (12) Support ECHS in the process of becoming TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success

D. Duties of FWISD:

FWISD shall have the following duties:

- (1) Consult with College faculty and staff who teach college courses in the design and implementation of these courses to assure that course goals enable students to master the TEA's State of Texas Assessments
- (2) Pay the salaries of FWISD instructors and instructional personnel;
- (3) Provide meals to qualifying students who participate in ECHS;

- (4) Ensure that all FWISD high school courses are in the students individual graduation plans by the beginning of the high school freshman year, including College courses; and
 - (5) The ECHS is a TSI assessment site, or is in the process of becoming a TSI assessment site, allowing frequent testing and access to raw data that can be used to identify student weaknesses and create tailored interventions and individualized instructional plans to improve student readiness and success.
- E. Enhanced Educational Opportunities:** The ECHS will implement the requirements of House Bill 5 (2013), including, but not limited to, a bridge academic enrichment program as well as college social and academic participation.
- F. Faculty:** ISD Faculty meeting TEA and Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") requirements, as appropriate, will be provided by FWISD and College. To teach in the ECHS, FWISD employees must meet state certification requirements in their subject area to teach in the state of Texas. Faculty members of ECHS employed by FWISD will be evaluated annually by the FWISD, using FWISD guidelines and in accordance with FWISD School Board policy. ISD faculty teaching college courses will be evaluated annually in accordance with College policies and procedures by TCCD.
- G. Classroom and Office Facilities:**
- (1) All courses under this MOU, including high school courses of the ECHS, will be conducted at the ECHS facility and the College.
 - (2) College shall provide office and classroom space for the high school as appropriate.
 - (3) Students, faculty, and staff of the ECHS will have access to instructional and non-instructional materials and other resources available on the campus of the College, in keeping with the guiding principles enumerated earlier.
 - (4) The ECHS facility will be provided, owned, and maintained as more particularly set forth in the Facilities Use Agreement (FUA), attached hereto and incorporated by reference.
 - (5) Students, faculty, and staff of the ECHS will be provided with a College identification card and, as appropriate, parking passes.
 - (6) The furniture, fixtures, equipment, and inventory in the ECHS facility will be provided, owned, and maintained as more particularly set forth in the FUA.
- H. Tuition and Fees:** The College will waive tuition and fees for high school students enrolled in the ECHS credit courses based on the ECHS Course Crosswalk. The College will waive Texas Success Initiative ("TSI") Assessment administration cost. The District shall pay for college tuition (for all dual credit courses, including retakes/Third Attempt Rule, fees (including TSI administration fees), and required textbooks to the extent those charges are not waived by the partnered IHE.
- I. Student Learning Materials:**
- (1) College-approved textbooks, syllabi, and course outlines shall apply to all College courses and to all students in the courses when offered under the provisions of the ECHS Course Crosswalk for the ECHS.
 - (2) All textbooks and supplemental materials required for classes outlined in the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 - (3) All textbooks and supplemental materials required for classes not outlined under the provisions of the ECHS Course Crosswalk for ECHS shall be provided by FWISD.
 - (4) College-approved textbooks purchased by FWISD for cohort classes may be used for a time period of three (3) years once the book is selected.
 - (5) All TCC Plus (Inclusive Access) course sections required for classes outlined in the ECHS Course Crosswalk shall be provided by FWISD.
- J. Grading Policies:** College credit for each ECHS student should appear on the College transcript as the student completes a course. The transcription of College credit will be the responsibility of the College, and the transcription of high school credit will be the responsibility of FWISD. FWISD will determine how the College grade will be recorded in the high school transcript for grade point

average ("GPA") and ranking purposes. FWISD will ensure that the student handbook (referenced below) provided to ECHS parents and students clearly sets forth the process and District's authority in this matter.

K. Recruitment, Selection, and Enrollment of Students:

- (1) Student recruitment of FWISD eighth graders for any vacant slots will occur annually.
- (2) College will assist with recruitment, selection, enrollment, and retention, as necessary, for all students who are qualified and wish to enroll in the Early College High School.
- (3) FWISD attendance policies and procedures will be followed for high school courses, and College attendance policies and procedures will be followed for College courses.
- (4) Students will not be given permission to return to their home high school until the ECHS Lead Administrator has counseled with the student's parent(s) and/or guardian(s), and the original high school Lead Administrator. Modifications in placement shall be subject to FWISD's transfer policy.

L. Instructional Calendar:

- (1) The instructional calendar will be based on the college master calendar.
- (2) State mandated assessments will follow the State Board of Education and TEA compliance standards.
- (3) Inclement weather procedures will be established in consultation with all parties to this MOU.

M. Transportation: FWISD shall transport ECHS students from the home campus to the ECHS campus and the College, as applicable. It is expressly agreed that all such transportation as well as the acts and omissions of all transportation personnel are the sole and exclusive responsibility of FWISD. To the extent permitted by Texas law, and without waiving any defenses including governmental immunity, FWISD agrees to be solely responsible for its own acts of negligence and solely responsible for all liabilities and obligations, incurred by or asserted against the College, its trustees, officers, employees, and assistants, that arise out of or in connection with the transportation of the ECHS students. Moreover, throughout the term of this MOU, FWISD shall maintain the insurance coverage agreed to by FWISD and the College. The provisions in this paragraph are solely for the benefit of the College, its trustees, officers, employees, and agents, and are not intended to create or grant any rights, contractually or otherwise, to any third party.

N. Student Code of Conduct:

ECHS students, faculty, and staff shall adhere to the following including communication regarding incident and mandatory reporting:

- Title IX and Clery
- Policies and procedures of FWISD;
- Policies and procedures of the College, including the student handbook;
- Procedures listed in a student handbook prepared by FWISD and approved by the College;
- Procedures listed in a teachers' manual prepared by FWISD and approved by the College;
- Policies in the College Board of Trustees Policies and Administrative Procedures Manual

Both parties shall provide access to the documents referenced above.

O. Media and Public Relations: Media and public relations regarding the ECHS will be managed cooperatively, according to FWISD and College protocols that are appropriate under the particular circumstances.

P. Student Progress and Support: The following steps will be taken by the Parties to this MOU to assist those students who may not be performing satisfactorily to succeed. At the college, students will receive the same support services provided to all college students. At the FWISD, in addition to class size reduction and providing tutoring during the school day, each student will be assigned a teacher mentor/advisor in high school. During a specifically scheduled weekly advisory period, a teacher mentor/advisor will meet with students to oversee their academic progress, monitor grading, and matriculation decisions, and advise students on making positive post-graduation plans. FWISD will assign a specific counselor to the ECHS. The individual will provide academic and counseling

support to the ECHS learning community's students and their parents and work with College student services personnel assigned to the ECHS in the areas of test preparation, remediation, and the development of an integrated support system for ECHS students across the two parties as well as transferability and applicability to baccalaureate degree plans.

Q. Evaluation, Research, and Development: Under the supervision and/or cooperation of the Early College Leadership Council, an evaluation of the program and the effectiveness of the collaboration will take place each academic year. The results of the evaluation will be reported at the end of each academic year. This evaluation will satisfy all federal and state guidelines for the evaluation and updating of the next MOU and program improvement initiatives. Annually, evaluation data will be collected by the party who generates the data and will review: the number of credit courses taken and earned, GPAs, state assessments results, Scholastic Aptitude Test, Pre-Scholastic Aptitude Test, and American College Testing scores, TSI readiness by grade level, matriculation of high school students in four-year colleges/universities and level of entry, enrollment/retention rates, leaver codes, and attrition rates, student participation in activities at the College, qualifications of ECHS staff, and location(s) where courses are taught. The Lead Administrator will lead the Early College Leadership Council in the annual review and report completion.

R. Project Reporting: Under the supervision and/or cooperation of the Early College Leadership Council, an annual report and other reports, as required, will be prepared and submitted to the administration of TEA on the progress of the ECHS under its purview. The report will be provided to participating parties and others as deemed appropriate by the parties to this MOU.

4. Indemnification: To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this MOU agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to persons and property that may arise out of or be occasioned by this MOU or any of its activities or from any act or omission of any employee or invitee of the parties to this MOU. The provisions in this paragraph are solely for the benefit of the parties to this MOU and are not intended to create or grant any rights, contractually or otherwise, to any third party.

5. Renewal: Subject to prior termination or revocation of this MOU as provided in Section 6 of this MOU, the initial term of this MOU is in full force and effect beginning with the date of final execution by both parties and ending June 30, 2026. At least one hundred twenty (120) days before the expiration of the initial term and any subsequent renewal terms, the College and FWISD shall review this MOU and may renew this MOU on approval of the College and FWISD.

6. Right of Revocation: Subject to the provisions of Section 7 below, any Party may terminate this MOU without cause with 120 days written notice to the other Party. Upon the occurrence of a breach of this MOU by one of the Parties, the non-defaulting Party shall give written notice to the defaulting Party specifying such breach. If such breach is not cured on or before thirty (30) days after receipt of such notice, the non-defaulting Party may terminate this MOU. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the College or FWISD, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties. If MOU is terminated during an academic term, the Parties shall nonetheless continue to perform as provided in this MOU in order to allow students enrolled in classes under this MOU to finish their coursework for that academic term. Any termination of this MOU prior to its expiration date that occurs during an academic term shall not relieve either party of its obligation to operate the ECHS until the completion of that academic term, and the parties shall continue to be responsible for their obligations and rights under the MOU through such time.

7. Discontinuation of Operation:

A. If the operation of the Early College High School should discontinue with only a 9th-grade cohort,

operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.

- B. If the operation of the Early College High School should discontinue with only 9th and 10th-grade cohorts, operation must be discontinued at the end of the school year in which the parties decide to close the ECHS.
- C. If the ECHS has enrolled an 11th-grade cohort, the operation will continue through that cohort's scheduled graduation from the ECHS. Services to enrolled 9th and 10th-grade students may be continued through graduation of those cohorts by agreement of the parties to this MOU.
- D. While in the process of discontinuing operation, the ECHS will not enroll any additional students in the ECHS in grades that have been phased out.
- E. While the ECHS is in the process of discontinuing operation, it will continue to meet all of the required design elements and provide full support for all students enrolled in the ECHS.

8. Assignment: No Party may assign their interest in the MOU without the written permission of the other Party.

9. Limitations of Authority:

- A. Neither Party has the authority for acting on behalf of the other except as provided in this MOU. No other authority, power, partnership, or use of rights is granted or implied.
- B. This MOU represents the entire agreement by and between the parties and supersedes all previous letters, understanding, or oral agreements between the College and FWISD. Any representations, promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.
- C. Neither party may make, revise, alter, or otherwise diverge from the terms, conditions, or policies which are subject to this MOU without a written amendment to this MOU. Changes to this MOU are subject to the approval of the College, FWISD, and their respective legal advisors and Boards of Trustees.
- D. Neither party may incur any debt, obligation, expense, or liability of any kind against the other without the other's express written approval.

10. Waiver: The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

11. Applicable Law: This MOU and all materials and/or Issues collateral thereto shall be governed by the laws of the State of Texas.

12. Venue: Venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.

13. Miscellaneous Provisions:

- A. Neither Party shall have control over the other Party with respect to its hours, times, employment, etc.
- B. The parties warrant that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. Parties to this MOU shall comply with all federal, state, and local laws.
- C. If the Texas Higher Education Coordinating Board adopts new guidelines for Early College High School programs during the term of this MOU, the new guidelines shall prevail and shall cause the parties to execute an amendment to the MOU if necessary.

14. Signatory Clause: The individuals executing this Agreement on behalf of the College and FWISD

acknowledge that they are duly authorized to execute this Agreement on behalf of their respective Lead Administrator. All Parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

10/02/2023

EXECUTED in duplicate original counterparts effective upon the date indicated below.



Dr. Angélica Ramsey
Superintendent, Fort Worth Independent School District

Date

Dr. Elva LeBlanc
Chancellor, Tarrant County College District

Date

Approved as to Form: _____
District Legal Services



10/02/2023

Date

Approved as to Form: _____
TCCD Legal Services

Date

**Facilities Use Agreement Tarrant County College
Fort Worth Independent School District
PTECH Academy at Dunbar High School**

THIS FACILITIES USE AGREEMENT (the “FUA”) is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College South Campus (“TCC”) and the FORT WORTH INDEPENDENT SCHOOL DISTRICT, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County Texas (the “ISD”), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated upon the execution of this MOU, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this FUA mutually agree to the following:

1) Use of Facilities

- ISD will house an ECHS facility at the P.L. Dunbar High School, 5700 Ramey Avenue, Fort Worth, Texas, 76112. Sole ownership of such building(s) lies with Fort Worth Independent School District. Operations will commence as of July 1, 2023.
- TCC shall use the ECHS facility solely for instructional purposes and as related to agreed upon courses with the ISD. All other purposes will require the prior written consent of ISD.
- By the beginning of the Spring semester of each academic year, ISD and TCC will agree upon the courses to be offered for the following academic year, at which point TCC will build classes for the college courses and assign faculty to teach them, as more particularly described in the MOU.
- ISD will provide TCC with a calendar with all scheduled events on or before thirty (30) days before the commencement of each semester.
- Registration by ECHS students for ECHS-specific classes to be offered on the TCC South Campus will take place prior to the date set for general priority registration.

2) Furniture and Equipment

- ISD will provide the furniture and other items required for courses it intends to offer at the ECHS. Any additional equipment required for classes TCC teaches at the ECHS will be provided by TCC and will remain the property of TCC. TCC shall be responsible to track and inventory all equipment purchased by TCC and placed or installed at ECHS.
- The parties shall repair and maintain any furniture and equipment they own and install in the ECHS to industry certification standards and shall replace any of such furniture and equipment that is damaged beyond repair with equivalent replacement(s) that satisfy ISD standards of selection. Provided, however, if it is conclusively determined that a party, its agents, employees, invitees, or students was responsible for damage to the other party's furniture or equipment, the former shall be responsible for the necessary

repair or replacement.

- TCC will be assigned areas in the ECHS for TCC instructors to store teacher equipment and supplies. ISD will exercise its best efforts to keep the area secure, but storage of materials in the secure storage is at the risk of TCC.
- ISD and TCC will agree, before each semester, what consumable materials will be provided by each party. Each party will be responsible for the storage of the consumable materials on the ECHS site.

3) Maintenance

- Maintenance/Custodial responsibilities will be that of ISD and shall be to the same standard and intervals as other ISD campuses.

4) Utilities

- ISD shall provide and pay for all utilities used by the ECHS facility, including electricity, water, sewer, and gas.
- ISD shall provide and pay for all communications facilities necessary for the operation of the ECHS facility, including telephone, email, and computer networks.
- The ECHS facility, students, staff, and faculty shall have access to ISD's communications and technology services as they are constituted from time to time, subject to the application of ISD's Acceptable Use Guidelines as they are promulgated from time to time.
- ISD shall coordinate with TCC to provide access at the ECHS facility to TCC's communications and technology networks and services.

5) Insurance

- ISD shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance applicable to the ECHS building which provides, on an occurrence basis, a minimum per occurrence limit of \$1,000,000; and 2) causes of loss-special form (formerly "all-risk") property insurance on the ECHS building in the amount of the replacement cost thereof, as reasonably estimated by ISD. The foregoing insurance and any other insurance carried by ISD may be effected by a policy or policies of blanket insurance and shall be for the sole benefit of ISD and under ISD's sole control. TCC shall have no right or claim to any proceeds thereof or any rights thereunder.
- TCC shall maintain the following insurance or ability to self-insure, at its sole cost and expense: 1) commercial general liability insurance on an occurrence basis, a per occurrence limit of no less than \$1,000,000; 2) causes of loss-special form (formerly "all-risk") property insurance covering the Furniture and other personal property of TCC within the ECHS building in the amount of full replacement cost thereof; 3) \$100,000 Bodily Injury per person, \$300,000 per Bodily Injury per occurrence, and \$100,000 Property damage per occurrence Auto Liability coverage; and 4) workers' compensation insurance as required by applicable statute. TCC shall provide ISD with a certificate of coverage or other document demonstrating TCC's ability to self-insure.

6) Ingress, Egress, Access, and Parking

- ISD grants TCC reasonable ingress and egress to the ECHS building during the hours set forth, including without limitation the right to use adjacent streets and sidewalks owned and/or controlled by ISD.
- ISD shall provide parking permits to ECHS faculty and staff upon request, and appropriate students shall be issued parking permits per ISD policy, as it exists from time to time.
- Upon confirmation with TCC, ISD will issue to TCC faculty keys to the classroom(s) to which they have been assigned. If an instructor needs access to the building at any time the building is closed, the TCC administrator shall make arrangements with ISD for access.
- Should TCC require access to the ECHS building other than during normal operating hours, it will require the prior written consent of ISD.

7) Safety and Health

- Video Surveillance and key card/automatic lock system for the ECHS facility will be provided by ISD, pursuant to ISD's facilities guidelines and procedures.
- For the purpose of compliance with Texas Penal Code § 46.03(a) (1), the ECHS shall be considered the physical premises of a school. TCC shall not designate ECHS as an area where concealed weapons may be carried.

8) Expiration or Termination

- In the event the MOU expires or is earlier terminated, exclusive use of the ECHS building will revert to ISD, and any furniture or equipment owned by TCC will be removed by TCC.
- TCC shall be responsible for any damage caused by the removal of its furniture and equipment.
- TCC will use its best efforts to remove all of its furniture and equipment from the ECHS facility on or before thirty (30) days after the expiration or earlier termination of the MOU. In the event TCC fails to remove all of the furniture and equipment as herein above provided, ISD shall give TCC written notice requesting removal, and if TCC has not removed such remaining items on or before thirty (30) days after the date of such notice, ISD shall have the right to inventory and/or utilize such remaining furniture and equipment without compensation to TCC.
- Expiration or earlier termination of the MOU shall automatically terminate this FUA.

[Signature Page Follows]

EXECUTED in duplicate original counterparts effective upon the date indicated above.

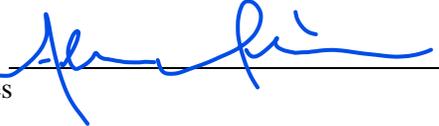
Dr. Angélica Ramsey
Superintendent, Fort Worth Independent School District

Date

Dr. Elva LeBlanc
Chancellor, Tarrant County College District

Date

Approved as to Form: _____
District Legal Services



10/02/2023

Date

Approved as to Form: _____
TCCD Legal Services

Date

**Operations Manual Tarrant County College
Fort Worth Independent School District
PTECH Academy at Dunbar High School**

THIS OPERATIONS MANUAL (the “OM”) is entered into by and between the TARRANT COUNTY COLLEGE DISTRICT, A Texas political subdivision of higher education, on behalf of Tarrant County College South Campus (“TCC”) and FORT WORTH INDEPENDENT SCHOOL DISTRICT (the “ISD”), pursuant to the authority granted in compliance with Section 29.908 the Texas Education Code.

WITNESSETH:

Whereas, the parties desire to agree upon the operations of that certain Early College High School located on TCC’s South Campus (the “ECHS”) established pursuant to the terms of that certain Memorandum of Understanding (the “MOU”) dated as the date of the execution of the MOU, entered into by and between the parties hereto;

NOW, THEREFORE, the parties to this OM mutually agree to the following:

1) Governance

- In accordance with the provisions of Section 3(A) of the MOU and subject to the operation of law, the operations of the ECHS and incidents that occur within the ECHS building (or portion of a building, if the ECHS is located in a shared facility) located on TCC’s South Campus (the “ECHS Defined Area”) when the facility is in use for ECHS purposes, shall be governed by ISD and subject to ISD’s policies and procedures.
- Any incident involving ECHS faculty, staff, and students that occurs outside the ECHS Defined Area shall be governed by TCC and subject to TCC’s policies and procedures.
- Operation of the ECHS building by TCC when the facility is not in use for ECHS purposes and any incident that occurs inside the ECHS building during TCC’s use of the building shall be governed by TCC and subject to TCC’s policies and procedures.
- The ECHS Defined Area will be subject to TCC fire safety policies and procedures, but ISD will be responsible for conducting and documenting mandated fire safety drills.

2) Safety and Health

- ISD will provide credentialed nursing staff for the ECHS and will determine the appropriate level of ISD nursing staff coverage on the ECHS campus, all in accordance with ISD policies and procedures as well as applicable law. To the extent required by such policy and law, the nursing services provided shall include, but shall not be limited to, maintenance of accurate and up-to-date health records for each ECHS student (including immunization records), all health-related screenings needed, first aid and emergency care, administering medications and performing specialized healthcare procedures with the direction of the appropriate healthcare professional and the written consent of the ECHS student’s parent(s) or guardian(s).
- ISD shall require that ECHS students provide verification that they have received all legally required immunizations (including but not limited to meningitis) and other health tests on or before the first day of each academic term.

- In case of a health emergency inside the ECHS Defined Area, the ISD Health Services Department procedures and policies will be implemented, and the TCC Police Department will be fully informed and engaged where necessary.
- In case of a health emergency on the TCC South Campus but outside the ECHS Defined Area, the TCC Crisis Management Plan will be followed, and the ISD Health Services Department will be fully informed and engaged where necessary.
- In case of any other emergency on the TCC South Campus but outside the ECHS Defined Area, the TCC Police Department procedures and policies will be implemented, and the ISD Security Department will be fully informed and engaged where necessary.
- The counselor to be provided by ISD shall be experienced and shall be assigned to the ECHS full-time. His or her duties shall include, but shall not be limited to, providing individual counseling (including crisis counseling); assisting with classroom management issues; developing and providing student development programs; and presenting programs in the annual counselor calendar, to the extent permitted by, and in accordance with, ISD policy and procedure.
- TCC shall provide all ECHS students, faculty, and staff with standard TCC identification badges.
- ISD shall require that ECHS students wear their TCC identification badges at all times when they are on TCC property.
- ISD will provide security for the ECHS Defined Area at all times when the facility is in use for ECHS purposes, in accordance with applicable law and ISD policies and procedures. The ISD will monitor the entrances of the ECHS Defined Area. The TCC Police Department will be fully informed and engaged where necessary.
- All ISD personnel and/or contract security personnel providing security in the ECHS Defined Area will undergo training with TCC's Police Department prior to undertaking such services at the ECHS.
- ISD shall be responsible for Clery reporting to the TCC Police Department for all activity within the ECHS Defined Area when the facility is in use for ECHS purposes. ISD shall make such reports to the TCC Police immediately after the occurrence of an incident to be reported and thereafter cumulatively annually upon request.
- The TCC Police Department will have jurisdiction over the ECHS property and will provide law enforcement response and support to ISD security personnel in the ECHS Defined Area as needed and/or upon request.
- The TCC Police Department will provide security for all areas of TCC property outside the ECHS Defined Area, in accordance with applicable law and TCC policies and procedures, and the ISD Security Department will be fully informed and engaged where necessary.
- ISD shall be responsible for required criminal background checks (ISD system) of all personnel, whether ISD, TCC, or contract custodial. Charges associated with such background checks will be borne by ISD.
- ISD shall manage the internet bandwidth in the ECHS Defined Area and shall be solely responsible for

compliance with the federal Children’s Internet Protection Act of 2000 and all related state and federal statutes and regulations, as such statutes and regulations may be amended in the future. Such compliance shall include, but shall not be limited to, adopting and implementing internet safety policies addressing:

- (a) access by minors to inappropriate matters on the Internet;
- (b) the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications;
- (c) unauthorized access, including so-called “hacking,” and other unlawful activities by minors online;
- (d) unauthorized disclosure, use, and dissemination of personal information regarding minors; and
- (e) measures designed to restrict minors’ access to material harmful to minors, including the installation of appropriate filters on ECHS computers and other electronic devices and systems.

3) Staffing

The number of instructional and support staff to be provided by each party will be determined in accordance with each party’s respective policies and procedures, as well as applicable law. However, it is anticipated that those determinations also will be made on a proportional basis, taking into account the number of students currently in attendance or selected to become a member of the new ninth-grade cohort, compared to the total ECHS student population. Additionally, the determination will take into account the specific needs of the ECHS student population (such as those of medically fragile students) when determining staffing levels. Such determination shall be calculated each academic term before the date that each party must make teacher contract decisions. Notwithstanding the foregoing, in the event that either party reasonably determines that any component of the other party’s staffing model for the ECHS is consistently inadequate (even if compliant with law and policy), the parties will consult with one another about the deficiencies, and the non-compliant party will use good faith diligent efforts to address the issues to the reasonable satisfaction of the other party.

4) Operations

- ISD shall require that ninth and tenth-grade ECHS students wear a standardized dress with an ECHS insignia (approved by both TCC and ISD) at all times when they are on TCC property.
- ISD shall require that the parents (or guardians) of all ECHS students have executed the Parental Notification, Release, and Consent form set forth in the ECHS Student Handbook on or before the first day of each academic term, and a copy thereof has been provided to TCC.
- ISD shall provide an attendance clerk whose duties shall include ensuring that attendance and grades are correctly and timely entered in ISD’s administrative software.
- TCC shall ensure that grades for college courses are timely and correctly entered into TCC’s administrative software.
- TCC will not provide ECHS students with computers, laptops, or e-readers, and to the extent the ISD elects to provide students with such equipment, ISD shall first confirm with TCC that the hardware and software for such equipment is compatible with TCC’s computer system.
- ISD shall provide intentionally intrusive and intense support to any underperforming ECHS student, to assist that student to become Texas Success Initiative (“TSI”) compliant prior to the commencement of that student’s junior year. TCC shall have the right, but not the obligation, to participate in these support efforts.
- ECHS faculty and staff shall be permitted to participate in TCC’s in-house professional development

courses at no charge.

5) Expiration or Termination

- Expiration or earlier termination of the MOU shall automatically terminate this OM.

[Signature Page Follows]

EXECUTED in duplicate original counterparts effective upon the date indicated above.

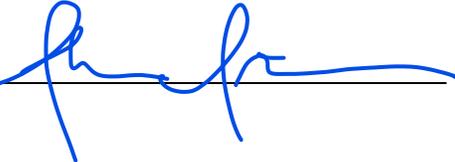
Dr. Angélica Ramsey
Superintendent, Fort Worth Independent School District

Date

Dr. Elva LeBlanc
Chancellor, Tarrant County College District

Date

Approved as to Form: _____
District Legal Services



10/02/2023

Date

Approved as to Form: _____
TCCD Legal Services

Date

Paul Laurence Dunbar HS PTECH
Associates of Applied Science Robotics and Automation/HS Diploma [Mechatronics Technician level 1]
Multidisciplinary Endorsement

	9 th Grade		10 th Grade		11 th Grade		12 th Grade	
	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School	English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English *IV or *English Elective	English *IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	*College Algebra	**Pre-Calculus	4 th Year Math	4 th Year Math
	AP Human Geography	AP Human Geography	AP World History	AP World History	US History	US History	Government	Economics
	Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
	PS Math	PS Math	PE	PE				
	Spanish I *	Spanish II *	Health					
Art Appreciation *	Speech *							
	Principles of Manufacturing	Principles of Manufacturing					Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep
College	SPN 1341-3	SPN 1342-3	*CETT 1409-4	*RBTC 1351-3	*ENGL 1301-3	*ENGL 1302-3	*ENGL 2322-3	*ENGL 2323-3
	FAR 1311-3	SPC 1301-3	*MATH 1314-3	*MATH 2412-4	*CETT 2435-4	*RBTC 2445-4	*GOVT 23052-3	*ECON 2301-3
			*RBTC 1401-4	*CETT 1441-3	*HIST 1301 -3	*HIST 1302-3	* RBTC 1447-4	*ELMT 2337-3
			*KINE 1102-1	*KINE 1164-1	*CETT 1449- 4	*CETT 1445-4	*HYDR 1345-3	*ELPT 2455-4
	Up to 6 hours	Up to 6 hours	Up to 12 hours	Up to 11 hours	Up to 14 hours	Up to 14 hours	Up to 13 hours	Up to 13 hours
		ASS Robotics and Automation Associates Degree: 60+ hours Certifications: Mechatronics Technician Level 1 Certification: 30 hours				3 hours of dual credit Mathematics 3 hours of dual credit Creative Arts/Language, Philosophy & Culture		

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

**Paul Laurence Dunbar HS PTECH
HS Diploma [CNC Machinist Level 1 Certification]
Multidisciplinary Endorsement**

		9 th Grade		10 th Grade		11 th Grade		12 th Grade	
		Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
High School		English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English *IV or *English Elective	English *IV or *English Elective
		Algebra I or Geometry	Algebra I or Geometry	Geometry Algebra II	Geometry Algebra II	Pre-Calculus	Pre-Calculus	4 th year Math	4 th year Math
		AP Human Geography	AP Human Geography	AP World History	AP World History	AP US History	AP US History	Government	Economics
		Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
		PS Math	PS Math						
		Spanish I	Spanish II						
		Art Appreciation	Speech						
	Principles of Manufacturing	Principles of Manufacturing					Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep	
College		SPN 1341-3	SPN 1342-3	DFTG 1305-3	DFTG 2440-4	MCHN 1338-3	MCHN 2303-3	MCHN 2431-4	MCHN 2434 -4
		FAR 1311-3	SPC 1301-3	DFTG 1409-4					
		Up to 6 hours	Up to 6 hours	Up to 7 hours	Up to 4 hours	Up to 3 hours	Up to 4 hours	Up to 4 hours	Up to 4 hours
			ASS Robotics and Automation Certifications: CNC Machinist Level 1 Certification -25 hrs				CNC Machinist Technology-25 hrs. DFTG1305, MCHN 1338, DFTG 1409, DFTG 2440, MCHN 2303, MCHN 2434, MCHN 2431		

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

**Paul Laurence Dunbar HS PTECH
HS Diploma [Advanced Composite Level 1 Certification]
Multidisciplinary Endorsement**

9 th Grade		10 th Grade		11 th Grade		12 th Grade	
Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester	Fall Semester	Spring Semester
English I or II	English I or II	English II or *III	English II or *III	English *III or *IV	English *III or *IV	English IV* or *English Elective	English IV* or *English Elective
Algebra I or Geometry	Algebra I or Geometry	Geometry Algebra II	Geometry Algebra II	*Statistics	**Pre-Calculus	*Pre-Calculus	* Calculus I
AP Human Geography	AP Human Geography	AP World History	AP World History	AP US History	AP US History	Government	Economics
Biology	Biology	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	Physics or Chemistry	4 th Year Science	4 th Year Science
PS Math	PS Math						
Spanish I *	Spanish II*						
Art Appreciation*	Speech *						
Principles of Manufacturing	Principles of Manufacturing					Practicum/PROBS CareerPrep	Practicum/PROBS CareerPrep
SPN 1341-3	SPN 1342-3			AERM 1315-3	PLTC 1303-3	AERM 1303-3	AERM 2359-3
FAR 1311-3	SPC 1301-3			AERM 1254-2	PLTC 1291-2		
				Up to 5 hours	Up to 5 hours	Up to 3 hours	Up to 3 hours
		ASS Robotics and Automation Certifications: Advanced Composite Level 1 Certification -16 hrs				Advanced Composite Technology-16hrs. AERM 1315, AERM1254, AERM 1303, PLTC 1303, PLTC 1291, AERM 2359	

*TSI compliance or TSI waiver will determine if the course is taken as a Dual Credit course for TSI placement courses. Juniors and seniors that are not TSI met will take AP courses in-lieu of dual credit course.

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

**TOPIC: APPROVE PURCHASE OF A CAREER AND TECHNICAL
EDUCATION DATA COLLECTION AND ANALYSIS PROGRAM**

BACKGROUND:

The Career and Technical Education (CTE) Department directs the programming and state/federal compliance for coherent sequences and industry certifications. A CTE data collection and analysis program will allow the District to efficiently manage CTE data and eliminate errors, especially data reported to the state. Functions include: 1) Coding CTE students; 2) Housing inventory of grant-funded equipment; 3) Managing industry certifications; and 4) Reporting information needed for Career and Technical Student Organizations (CTSOs).

As part of the planning process, CTE has:

- Identified and submitted the CTE sequence of courses and progression plans to the vendor's programmers.
- Uploaded current CTE inventory across the District.
- Submitted state industry certifications to the vendor so student data can be linked to certification data.
- Trained CTE District staff on generating reports.
- Trained CTE teachers on professional learning day and throughout the year.

The CTE monitoring processes will include:

- CTE Instructional Specialists generate reports to monitor the number of coherent sequence takers (eligible students) that are taking the industry certification exams and strive to attain a 100% participation rate.
- Instructional Specialists will also work with campus administrators to analyze the results.
- CTE Coordinators will ensure teachers are updating inventory in the system.
- CTE Coordinators will validate certification data as needed for the Perkins Evaluation.
- CTE Coordinators will run student coding reports throughout the year as needed to monitor CTE enrollments and coherent sequence takers.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of a Career and Technical Education Data Collection and Analysis Program
2. Decline to Approve Purchase of a Career and Technical Education Data Collection and Analysis Program
3. Remand to Staff for Further Study

TCC South/FWISD Collegiate High School
I.M. Terrell Academy for STEM & VPA

Jean McClung Middle School
*The Leadership Academy at Forest Oak
Middle School
*Denotes Leadership Academy

RATIONALE:

The CTE Data Collection and Analysis Program provides a variety of areas that can run reports efficiently. The program extracts student schedules from Focus, cross-checks with each student's program of study, and automates CTE student coding. The program's student certification feature allows for teachers to submit student industry-based certification results and upload the certification, allowing the CTE Department to validate state certifications prior to submitting to the state through the Public Education Information Management System. The program also allows the District to pull demographic data of CTE students and student certification takers to provide targeted support. Additionally, the program tracks CTSOs across the District, students for recognition, and advisor stipends. The program also features an inventory management system that tracks all grant-funded and other CTE equipment across the District.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2



Quote: Q-17366
Today's Date: 10/10/2023
Start Date: 11/1/2023
End Date: 6/30/2024

CEV Multimedia, LLC
 1020 SE Loop 289
 Lubbock, TX 79404
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398 * 806/745-5300
E-Mail customersupport@icevonline.com

BILL TO

Fort Worth Independent School District
 100 N University Dr.
 Fort Worth, Texas 76107

SHIP TO

Fort Worth Independent
 School District
 Vanessa Ritenour
 vanessa.ritenour@fwisd.org

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending	FORT0037	TX20	iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
1				
25		Eduthings: Inventory	12	\$0.00
14		Eduthings: Inventory	12	\$14,000.00
6		Eduthings: Inventory	12	\$1,500.00
6		Eduthings: CTE Data	12	\$5,250.00
14		Eduthings: CTE Data	12	\$21,000.00
1		Eduthings: Discount		\$-5,000.00
14		Eduthings: Base Fee	12	\$28,000.00
TOTAL:				\$64,750.00

iCEVonline.com CANCELLATION & REFUND POLICY

No charge for cancellation within 30 days of receipt of purchase order.
No cancellation or refund after 30 days of receipt of purchase order.

Quote valid for 90 days

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: APPROVE NO-COST EXTENSION OF COOPERATIVE AGREEMENT BETWEEN U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES OFFICE ON TRAFFICKING IN PERSONS AND FORT WORTH INDEPENDENT SCHOOL DISTRICT

BACKGROUND:

In July 2020, the District applied for the U.S. Department of Health and Human Services Administration’s Human Trafficking Youth Prevention Grant. In October, Fort Worth Independent School District (FWISD) was one of eight school districts in the nation to receive funding. Because there are roughly 79,000 youth and minor victims of sex trafficking in the state of Texas at any given time, the District will collaborate with: non-governmental organizations Unbound Now and 3Strands Global Foundation, as well as the Fort Worth, Haltom City, Benbrook, Westworth Village, and Forest Hill Police Departments. The purpose is to train and educate teachers, District staff, and students on the prevention of human trafficking and to design policies and procedures to protect students and ensure their welfare and safety. A no-cost, one-year extension has been approved by the Office on Trafficking in Person for the period of September 30, 2023 to September 29, 2024, contingent upon approval by the U.S. Office of Grant Management in September 2023.

STRATEGIC GOAL:

3 - Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve No-Cost Extension of Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and Fort Worth Independent School District
2. Decline to Approve No-Cost Extension of Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and Fort Worth Independent School District
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve No-Cost Extension of Cooperative Agreement Between U.S. Department of Health and Human Services Administration for Children and Families Office on Trafficking in Persons and Fort Worth Independent School District

FUNDING SOURCE: **Additional Details**

Special Revenue Pending approval from U.S. Office of Grant Management

COST:

Year 4 - \$125,000.00

VENDORS:

Unbound Now
3Strands Global Foundation

PURCHASING MECHANISM:

Not a Purchase

(Subrecipient Partners)

Purchasing Support Documents Needed:

>Click Here to Select Purchasing Support Documents Needed<

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Elementary Student Engagement, Safety and Security, Guidance and Counseling, all campuses

RATIONALE:

As of September 1, 2019, Texas Education Code 28.017 mandated that all schools are required by law to provide human trafficking prevention education for students, parents, and staff. This mandate is unfunded. The three-year, \$1.8M, Human Trafficking Youth Prevention Education Demonstration Grant, which was awarded to FWISD in October 2020 and contingent upon extension in September 2023 provides funding to train teachers, staff, and students using the PROTECT® program, a nationally recognized curriculum for human trafficking prevention education and to implement a Human Trafficking School Safety Protocol, a standard reporting protocol for teachers and students who suspect human trafficking, developed in conjunction with community partners and each of the five local police jurisdictions that contain a FWISD campus.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

**FIRST ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
Fort Worth ISD/Human Trafficking Youth Prevention Education Demonstration Grant**

This First Addendum to the Memorandum of Understanding Fort Worth ISD/Human Trafficking Youth Prevention Education Demonstration Grant ("Addendum") is made a part of the Memorandum of Understanding Fort Worth ISD/Human Trafficking Youth Prevention Education Demonstration Grant ("Agreement") dated December 11, 2022, between the Fort Worth Independent School District, a political subdivision of the State of Texas, and a legally constituted independent school district located in Tarrant County, Texas, hereto duly authorized ("District"), and 3STRANDS GLOBAL FOUNDATION as fiscal manager of "PROTECT", a joint venture among 3Strands Global Foundation, Love Never Fails, and Frederick Douglass Family Initiatives pursuant to that certain JV Agreement effective January 25, 2016 ("3SGF"), acting by and through its duly authorized representative. The District and 3SGF will be collectively referred to as the "Parties."

BE IT KNOWN that the undersigned Parties, for good consideration, agree to make the changes and/or additions to the Agreement outlined below.

As stated in VI. Term of the Agreement: "The period of performance under MOU will be from date of execution through August 31, 2023, unless terminated at an earlier date as provided herein or extended by amendment to this MOU."

These additions shall be valid as if part of the original Agreement.

Section VI. "Term" is amended to add, the following:

"The Parties agree to the extension of the MOU for an additional extension year. This additional term will be from September 30, 2023 – September 29, 2024, with Year 4 budget amounts."

Section V. "Roles and Responsibilities of Each Partner" is amended to add the following duties for 3SGF:

"3SGF will:

- Deliver revised/new curricula developed during the grant period, including:
 - PROTECT® Student Curricula for grades 4 – 6, 7-8, and 9-12;
 - PROTECT HT101-103 Educator/Staff training;
 - PROTECT® Caregiver Education; and
 - All related instructional materials.
- Train educators/staff to deliver the PROTECT® student prevention education curricula.
- Include detailed time and effort for all HTYPE grant activities with each invoice that includes:
 - name and title of HTYPE team member(s), and
 - dates, number of hours, and descriptions of grant-related work performed."

Section VII. "Subrecipient Award" is amended to add, the following:

"Year 4: \$60,000.00

No other terms or conditions of the Agreement are negated or changed as a result of this Addendum.

FOR DISTRICT: *Sandra*

FOR 3SGF:

Signed:

Signed:

Ashlie M Bryant
Name: *TANDEIA HICKS*

**Ashlie M
Bryant**

Title: *DIRECTOR*

Name: Ashlie M Bryant

Date: *9-28-23*

Title: CEO

Date: *9-28-23*

Date: 8/ 31/23

SUPERINTENDENT APPROVAL
(Required over \$25,000)

APPROVED AS TO FORM:

Signed:

Signed:

Ashlie M Bryant

AR
10/03/2023

Dr. Angélica Ramsey
Superintendent of Schools

Date:

Date: 08/31/23

Jamikia Lewis Brown
9-29-23

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: **APPROVE CONSULTING AGREEMENT BETWEEN BIG ROCK EDUCATIONAL SERVICES, LLC (BRES) AND FORT WORTH INDEPENDENT SCHOOL DISTRICT**

BACKGROUND:

William James, Morningside, and Jacquet Middle Schools are three Comprehensive-rated campuses with the Texas Education Agency (TEA). Each of these campuses have spent multiple years in the federal ranks of school improvement. Big Rock Educational Services (BRES) previously served Morningside Middle School in a campus-culture reset. BRES supported the Morningside Principal through face-to-face coaching and support which assisted in yielding double digit gains for the campus. Fort Worth Independent School District will continue BRES support to Morningside and add new supports for William James and Jacquet. These three campuses are also ranked the lowest on the Fort Worth Independent School District’s School Performance Framework (SPF). The consulting agreement is from October 25, 2023 to June 30, 2024

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Consulting Agreement Between Big Rock Educational Services, LLC (BRES) and Fort Worth Independent School District
2. Decline to Approve Consulting Agreement Between Big Rock Educational Services, LLC (BRES) and Fort Worth Independent School District
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Consulting Agreement Between Big Rock Educational Services, LLC (BRES) and Fort Worth Independent School District

FUNDING SOURCE: **Additional Details**

Special Revenue	<u>Title II, Part A</u>
	255-23-6291-0LP-054-24-528-000000-24F28.....\$66,000.00
	255-23-6291-0LP-059-24-528-000000-24F28.....\$66,000.00
	255-23-6291-0LP-048-24-528-000000-24F28.....\$66,000.00

COST:

\$198,000

VENDOR:

Big Rock Educational Services, LLC (BRES)

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-C

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

William James Middle School
Morningside Middle School
J. Martin Jacquet Middle School

RATIONALE:

During the 2021-2022 and 2022-2023 school years, all ten (10) campuses within the Polytechnic Pyramid participated in Texas Instructional and Paul Bambrick-Santoyo's Leverage Leadership Lever training and implementation. As a result, nine (9) of these participating campuses earned double digit academic gains. The Fort Worth Independent School District elected to add Morningside, William James, and Jacquet Middle Schools to Big Rock Educational Services for principal coaching and support to effectively implement Paul Bambrick-Santoyo's Leverage Leadership Levers and to yield positive academic gains for these three campuses that are federally-rated by the Texas Education Agency.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4



Fort Worth ISD Consulting Agreement

This Consulting Agreement (“Agreement”) is entered into and effective as of the latest date of execution by and between Fort Worth ISD (“Client”) and Big Rock Educational Services, LLC (“Consultant”). The purpose of this Agreement is to set forth the terms and conditions under which Consultant will perform consulting services (“Services”) for Client.

A. Consulting Services

1. Consultant agrees to perform Services for Client as agreed by Consultant and Client included in Statement of Work, hereby attached and incorporated into this Agreement as Exhibit A.
2. Consultant shall perform the Services under the general direction of Client, and Consultant and Client collaboratively shall determine the manner and means by which the Services are accomplished.
3. Consultant acknowledges that (i) it is a Consultant of Client, not an employee, (ii) its services will be utilized by Client on an as-needed basis, and (iii) Client has no continuing obligation to use its services.

B. Compensation

1. The rate of compensation to be paid to Consultant is set forth in the Statement of Work (Exhibit A).
2. Consultant is not eligible to participate in any employee benefits of Client regular employees.
3. Consultant shall be responsible for the payment of any and all taxes due as a result of the Services performed by Consultant. Consultant shall indemnify and hold harmless Client from any obligation to pay any sales or withholding taxes, social security, unemployment or disability insurance or similar charges including any interest or penalties, in connection with any payments made to Consultant.

C. Confidentiality and Ownership

1. Consultant represents and warrants that (i) it is free to enter into this Agreement; (ii) the services and work product it provides under any Statement of Work will be original; (iii) no portion of any services or work product it provides under a Statement of Work, or its use by Client will violate or be prohibited by any right, title or interest of any kind of any third party entity; and (iv) it is not bound by any employment agreement, restrictions or obligations which would interfere or be inconsistent with the services it furnishes hereunder or its disclosure or use of any ideas, processes, designs, data, or other information in performing services hereunder.
2. Consultant acknowledges and agrees that any work product it creates under a Statement of Work is proprietary to and the exclusive property of Client and that Client has all right, title and interest in such work product. Client is entitled to videotape the training sessions and receive copies of the professional development and training material. Consultant and Client agree that Consultant may use knowledge obtained during research or planning for consultant’s own purposes for future work.

D. Non-solicitation of Consultant

Client agrees not to solicit or hire any personnel of Consultant with whom Client has had contact in connection with any Statement of Work during the term of and for one (1) year after termination or expiration of such Statement of Work; provided that Client may hire an individual employed by Company who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

E. Termination

This Agreement can be terminated by Client upon thirty days written notice of termination to Consultant as long as all Services rendered up to that point are paid in full. The provisions of Section C shall survive any termination of this Agreement.



Fort Worth ISD Consulting Agreement

Exhibit A Statement of Work Fort Worth ISD (“Client”)

Consultant will provide the following services under the terms of the Consulting Agreement between Big Rock Educational Services, LLC (“Consultant”) and Fort Worth ISD (“Client”).

A. Fort Worth ISD Contact Information

Susan Hernandez

susan.hernandez@fwisd.org

B. Consultants Contact Information

Scott Hudnor

o shudnor@bigrockeducation.com

Matt Khirallah

o mkhirallah@bigrockeducation.com

C. Specific Services to be Performed by Consultant

Service 1 Systems Creation

- Big Rock Educational Services (BRES), in close collaboration with Fort Worth ISD leadership, creates/revises all big rock documents, frameworks, rubrics, trackers, exemplars, etc. to support successful implementation of the following big rocks at:
 - o William James Middle School
 - o Morningside Middle School
 - o Jacquet Middle School

School names are identified under each big rock

Big Rock	Action Items	Metrics for Success
Classroom Rigor ➤ William James MS ➤ Morningside MS	➤ planning ➤ execution	➤ 1 leadership team member1 (1 grade level/content area) scores ≥ 3.5 (4-point scale) on Classroom Rigor Planning Meeting (CRPM) Rubric steps 1 – 6 (TEKs scoped, learning objectives, exit tickets, I DO script, I DO practice) ➤ Teachers at grade level/content area score ≥ 3.5 (4-point scale) on Classroom Rigor Trajectory, levels 1 – 3 (learning objectives, exit tickets, (I/WE/YOU alignment)
Student Culture ➤ Jacquet MS	➤ Whole School Arrival ➤ Classroom	➤ 90-100% of students meeting whole school arrival expectations collaboratively created by campus leadership and BRES ➤ 90-100% of students on-task learning



Fort Worth ISD Consulting Agreement

Service 2 Professional Development & Ongoing Coaching & Implementation

Objective

- BRES provides 30 half day coaching sessions with each campus leadership team, to ensure implementation of the big rocks and action steps outlined in the table in the *Service 1 Systems Creation* section.
 - The coaching sessions include
 - Professional Development coaching sessions to teach the leadership team how to implement the big rocks created in *Service 1 Systems Creation* and begin the process of implementation.
 - On-site coaching sessions at the campus with the leadership team
 - Virtual coaching sessions with the leadership team

Coaching Logistics

- Each weekly coaching session will utilize one or more of the components of the *BRES Effective Coaching Framework* (attached):
 - teach
 - observe & debrief
 - co-plan

Communication & Follow-up

- Each weekly coaching session ends with the **follow-up** component of the *BRES Effective Coaching Framework* completed:
 - action steps clearly defined with person(s) responsible
 - timeline for implementation established
 - next weekly coaching session calendared
- All action steps, pertinent data, and progress to goals captured electronically and sent to all members of the campus leadership team and principal manager

Executive Director Coaching & Check-ins

- Executive Directors are invited and welcome to join all coaching sessions to build district leadership capacity
- BRES to provide bi-weekly 30-minute check-ins with each campus Executive Director to ensure successful implementation of the big rocks.
- The check-ins will be scheduled and calendared in advance of the school year outlined in the *Ongoing Coaching & Implementation Scope & Sequence* document.

D. Timeline of Project

- Upon approval of PO/contract – June 2024 (exact dates to be determined by BRES and Fort Worth ISD)

E. Total Project Cost:

- **\$198,000**

As full compensation for the Services provided, Client will make payment following satisfactory completion of the Services, and the payment schedule below, in an amount **NOT TO EXCEED** \$198,000 inclusive of all fees and allowable expenses.



Fort Worth ISD Consulting Agreement

F. Payment Schedule

Consultant will invoice Client in four installments. A detailed breakdown of the Payment Schedule is provided below.

Installment	Payment Amount	Payment Due Date
1	\$66,000	October 31, 2023
2	\$66,000	February 29, 2024
3	\$66,000	June 30, 2024

IN WITNESS WHEREOF, the parties have executed this Scope of Work as of the date indicated below.

Consultant	Client
Signature <i>Matt Khirallah</i>	Signature
Name: Matt Khirallah	Name:
Title and Organization: Co-Founder & COO, Big Rock Educational Services	Title and Organization:
Date: 10/2/23	Date:

CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE PURCHASE OF STUDENT DEVICE REPAIR SERVICES**

BACKGROUND:

The District student device program leverages a self-funded device repair strategy. The approval of these services will allow the District to send out devices to a third-party repair facility for repair. Devices will be shipped back at a service level agreement established with the District. The repaired devices will return to the District pool of available devices for students.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Student Device Repair Services
2. Decline to Approve Purchase of Student Device Repair Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Student Device Repair Services

FUNDING SOURCE: *Additional Details*

General Fund 199-53-6249-800-999-99-423-000000

COST:

\$194,350

VENDOR:

AGiRepair, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

FWISD RFP# 20-091-C Technology Products, Materials, Services, and Equipment

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Division of Technology

RATIONALE:

Approval of this information technology advisory service will provide the District with resources for strategic decision making for technology initiatives.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations
Steve Wentz, Interim CIO, Division of Technology

AGiREPAIR

Repair. Protection. Buyback. Parts. Provisioning.

AGiRepair, Inc.
220 Huff Avenue, Suite 500
Greensburg, PA 15601
(724) 838-1170
(724) 838-1179 Fax

Quote		Sold To		Ship To		
Quotation Number	1519931	FORT WORTH ISD		FORT WORTH ISD		
Customer	FORT WORTH ISD	100 N UNIVERSITY DR		100 N UNIVERSITY DR		
Customer ID	FORTWORTHISD	FORT WORTH, TX 76107		FORT WORTH, TX 76107		
Quotation Date	09/22/23					
Reference Number				(817) 814-2000 Ext:		
Quote Expiration	12/31/2023			Attn: MARLON SHEARS		
Purchase Order	Reference	Ordered By	Terms	Sales Rep	Shipping Method	Scheduled Ship
TBD		Yolanda Veloz	Net 30 Days	AB1		09/22/23
Line	QTY	Item Number	Description	Unit Price	Line Total	
1	650	REPAIR-MBA-13-A2337-LCD	LCD Repair Service	\$299.00	\$194,350.00	
2			FWISD RFP# 20-091-C Technology Products, Materials, Services, and Equipment			

Subtotal	\$194,350.00
Tax	\$0.00
Payments Received	\$0.00
Balance	\$194,350.00

Please note: This is not an invoice. A final invoice will be generated and sent to you separately. Order may be subject to sales tax.

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CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE PURCHASE OF CAREER AND TECHNICAL
EDUCATIONAL STUDENT VDI MANAGED SERVICES RENEWAL**

BACKGROUND:

This purchase will continue to provide Virtual Desktop Infrastructure (VDI) support, allowing CTE students to access resource-intensive applications and virtual desktops that utilize high-processing technology from anywhere with an internet connection. Academic Disciplines, such as engineering and graphic design, require access to software that demands significant computational power. Virtual desktops make it possible for students to run these applications without the need for powerful personal computers.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Career and Technical Educational Student VDI Managed Services Renewal
2. Decline to Approve Purchase of Career and Technical Educational Student VDI Managed Services Renewal
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Career and Technical Educational Student VDI Managed Services Renewal

FUNDING SOURCE: **Additional Details**

General Fund 199-53-6249-814-999-99-562-000000

COST:

\$186,180

VENDOR:

Cloud Unity

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

RFP #21-091-C Technology – Product Materials, Services, and Equipment

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Career and Technical Education Students

RATIONALE:

To continue providing support with virtual applications and desktop streaming to CTE students, staff, and teachers.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, Division of Operations

Steve Wentz, Interim Chief Information Officer, Division of Technology



Cloud Unity
 6160 Warren Pkwy Ste 100
 Frisco, TX 75034
 info@cloudunity.com
 www.cloudunity.com

QUOTE

ADDRESS

Fort Worth Independent School District
 Administration Bldg.
 Technology Dept.
 7060 Camp Bowie West Blvd.,
 Ste. L1060
 Fort Worth TX 76116
 United States

QUOTE # 298

DATE 09/06/2023
EXPIRATION DATE 11/30/2023

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	CTE Student VDI Managed Services - Hands On Troubleshooting Support for CTE Teachers and Staff for Virtual Applications and Desktop Streaming. Day to Day Maintenance (Host Pool Scale Out and Configurations, Automations/Scripting and New Image Builds. Months of October - September	12	15,515.00	186,180.00

Vendor #: 29405
 21-091-C Technology-Product Materials, Services, and Equipment

TOTAL \$186,180.00

Accepted By

Accepted Date

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE EROSION CONTROL PROJECT AT WESTCLIFF
ELEMENTARY**

BACKGROUND:

Due to hard rains and ice conditions in recent years, erosion has taken place causing root exposure and cracked soil at Westcliff Elementary School. The request is to approve the erosion control for Westcliff Elementary School.

1. Safety of Students and Staff: Preventing erosion helps maintain stable ground conditions, reducing the risk of landslides or erosion-related accidents that could harm students, staff, and school property.
2. Infrastructure Protection: Erosion control safeguards school buildings, access roads, and playgrounds from damage caused by soil erosion, which can result in costly repairs and disruptions to school activities.
3. Aesthetic Appeal: Maintaining the visual appeal of the school grounds through erosion control measures creates a pleasant and safe environment for learning and recreation.
4. Long-term Cost Savings: Implementing erosion control measures early can be more cost-effective than dealing with extensive erosion-related damage as we are now.
5. Regulatory Compliance: Compliance with erosion and sediment control regulations is necessary to meet environmental standards and ensure the school operates within legal requirements.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Erosion Control Project at Westcliff Elementary
2. Decline to Approve Erosion Control Project at Westcliff Elementary
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Erosion Control Project at Westcliff Elementary

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-938-999-99-501-000000

COST:

\$101,845.22

VENDOR:

CI Pavement

PURCHASING MECHANISM:

Competitive Solicitation

RFP #22-136

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. The vendor listed above has been selected to support this purchase.

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Westcliff Elementary School
Operations

RATIONALE:

Erosion control around Westcliff Elementary School is essential for ensuring the safety of students and staff, protecting infrastructure, preserving the environment, and creating an ideal setting for education and recreation.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **14943**

Estimate Date: 19 Jun 2023
 Estimate Expires: **31 Oct 2023**

Job Name: Westcliff Rear
 Sales Rep: Rob Alderink
 Sales Rep Cell:

Prepared For
FORT WORTH ISD - WESTCLIFF ES Daniel Robert 4200 Lubbock Ave Fort Worth, TX 76115

SERVICE LOCATION
4300 Clay Ave Fort Worth, TX 76109

Qty	Description	Total
1	Rear section	
1369	Concrete Sidewalk Areas: 1 Depth - PSI: 4" - 3600 PSI Remove & replace 200x5 sidewalk (including bridge), 15x7 at exit fence and install 116x4=464 new 1. Barricade work area, excavate and remove damaged debris from job site. 2. Rework and compact base with vibratory compactor as needed. 3. Install cushion sand pad as necessary. 4. Drill and dowel vertical surfaces on adjacent concrete. 5. Install specified concrete with rebar. 6. Hand trowel and broom to finish. **Does not include landscape repair.	
360	Concrete Curb Areas: 2 Instal concrete curbing at edges of flumes to match existing	
720	Concrete Install Square footage: 720 Areas: 2 4x92=368 4x88=352 Install concrete flumes in two locations. Tie into existing flumes at stairways. Flumes shall be 4' wide with curbing to match existing on site. Includes two bridges - Remove necessary dirt and related debris from job site. - Rework and compact base with vibratory compactor as needed.	



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **14943**

Estimate Date: 19 Jun 2023
 Estimate Expires: **31 Oct 2023**

Job Name: Westcliff Rear
 Sales Rep: Rob Alderink
 Sales Rep Cell:

- Install cushion sand pad as necessary.
 - Drill and dowel vertical surfaces on adjacent concrete.
 - Install 4" of 3500 PSI concrete with #3 rebar on 18" centers.
 - Install cast in place water control pavers
 - Vibrate concrete to settle components
 - Saw control joints to match existing or a maximum 15' on center and perimeter of each repair.
 - Hand trowel and broom to finish.
- ***Not responsible for irrigation or items buried in concrete.

4	Concrete Install	Square footage:	4
		Areas:	4
Install (4) horizontal bridges over sidewalks to allow water to flow beneath walkway (2 existing will be rebuilt)			

1 SOW Notes

- 1) CI Pavement is not responsible for damage to existing trees or roots
- 2) Irrigation to be handled by others
- 3) Estimate excludes fence removal or installation
- 4) Concrete shall be pumped from existing parking lot due to access restrictions
- 5) Excludes landscape repair, Testing or bonding

1 Front Section

123	Concrete Wall	Linear Feet:	123
		Width:	8"
Replace existing pavestone retaining wall with new concrete wall. Wall shall be approximately 123' long x 8" wide ranging from 18" tall to 3.5' tall with a footer of 18-24" below grade. Wall shall have 1.5" weep holes every 4'.			

72	Concrete Sidewalk	Areas:	1
		Depth - PSI:	4" - 3500
Insall new Oklahoma flagstone sidewalk with concrete base to access flag pole <ol style="list-style-type: none"> 1. Barricade work area, excavate to a depth of 4-6" and remove damaged debris from job site. 2. Rework and compact base with vibratory compactor as needed. 3. Drill and dowel vertical surfaces on adjacent concrete. 5. Install specified concrete with rebar. 6. Hand trowel and broom to finish. 7. Finish surface with mortared Oklahoma flagstone. 			



Estimate

101 Josephine
 Grand Prairie, TX 75050
 (972) 721-9796 Phone • (972) 721-1755 Fax

Estimate: **14943**
 Estimate Date: 19 Jun 2023
 Estimate Expires: **31 Oct 2023**
 Job Name: Westcliff Rear
 Sales Rep: Rob Alderink
 Sales Rep Cell:

**Does not include landscape repair.

525 Concrete Install Square footage: 525
 Areas: 1

Install new sidewalk at edges of existing to expand and include benches. (total 252)
 40x3=120
 44x3=132

Remove and replace failing sidewalk at entrance to school
 21x13=273 Remove & Replace
 1. Barricade work area, excavate and remove damaged debris from job site.
 2. Rework and compact base with vibratory compactor as needed.
 3. Install cushion sand pad as necessary.
 4. Drill and dowel vertical surfaces on adjacent concrete.
 5. Install 4" of 3500 PSI concrete with #3 rebar on 18" centers.
 6. Hand trowel and broom to finish.
 **Does not include landscape repair.

1 SOW Notes

- 1) Provided unde MRO RFP 22-136
- 2) Estimate excludes 3rd party background checks or verifications. If additional charges or delays are incurred, they shall be be passed on

Total 101,845.22



101 Josephine
Grand Prairie, TX 75050
(972) 721-9796 Phone • (972) 721-1755 Fax

Estimate

Estimate: **14943**

Estimate Date: 19 Jun 2023
Estimate Expires: **31 Oct 2023**

Job Name: Westcliff Rear
Sales Rep: Rob Alderink
Sales Rep Cell:

EXCLUSIONS, UNLESS OTHERWISE NOTED:

~~Damage to underground utilities~~ or graffiti on new pavement, bonds, testing, engineering, permits, utility adjustments, landscaping, irrigation, pre-existing drainage issues or subgrade deficiencies. Work performed on weekends may incur additional charges and any alteration from the above specifications involving additional costs will be executed only upon written order.

ACCEPTANCE & PAYMENT:

The above prices, specifications and conditions are satisfactory and are hereby accepted; CI Pavement is authorized to complete the work as specified. Any invoice past due will be subject to a late fee compounded at 2% per month prorated. ~~Major credit cards are accepted, subject to a 4% convenience fee.~~ CI Pavement reserves the right to file a preliminary lien notices and retains all lien rights. Taxes can be waived only upon receipt of a tax exemption certificate. 3rd party charges or undisclosed invoicing/contract portal fees will be passed through and added to invoice. Different service offerings may be invoiced separately as substantial completion is attained.

Quote Accepted By: _____

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: **APPROVE RATIFICATION AND FUTURE PURCHASE OF ATHLETIC UNIFORMS AND SUPPLIES**

BACKGROUND:

During the fiscal year 2023-2024, the Athletics Department will utilize vendors to provide uniforms and to not impede the need for uniforms. In July, uniforms were ordered for middle school football and volleyball, therefore resulting in the request to ratify these purchases. For the remainder of the fiscal year, purchases will be made to support Baseball, Boys and Girls Basketball, Boys and Girls Cross Country, Girls Flag Football, Boys and Girls Golf, Boys and Girls Soccer, Softball, Boys and Girls Tennis, Boys and Girls Track and Field, and Boys and Girls Wrestling. The Department is requesting a Not-to-Exceed amount of \$415,000 based on previous annual expenditures.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification and Future Purchase of Athletic Uniforms and Supplies
2. Decline to Approve Ratification and Future Purchase of Athletic Uniforms and Supplies
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification and Future Purchase of Athletic Uniforms and Supplies

FUNDING SOURCE: Additional Details

TRE 198-36-6399-XXX-XXX-XX260-000000

COST:

\$415,000

VENDORS:

BSN Sports
Carey’s Sporting Goods

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation
RFP #19-126

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Athletics

RATIONALE:

Approving the purchase of uniforms and supplies for Athletic students will support the continuity of District sports' programs.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE CLOSEOUT CONTRACT WITH HESTER ENVIRONMENTAL, LP DBA TEAM ENTERPRISE AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On September 25, 2018, the Board of Education gave authorization to enter contracts for JOC HAZMAT abatement services for the 2017 Capital Improvement Program (RFP #19-002).

On December 10, 2019, the Board of Education authorized JOC HAZMAT abatement services for the Young Men’s Leadership Academy (Job #083-131) with Hester Environmental, LP dba TEAM Enterprise in an amount not to exceed \$1,133,275.00 in conjunction with the 2017 Capital Improvement Program.

Hester Environmental, LP dba TEAM Enterprise has completed all work as required per the terms of their Job Order Contract for Hazardous Materials Abatement at Young Men’s Leadership Academy.

Purchase Order Number	32000208	32000269	32100121	Total
Original Contract Amount:	\$6,840.00	\$24,889.00	\$1,096,126.20	\$1,127,855.20
Final Deductive Change Order:	(\$1,000.00)	(\$13.00)	(\$97,272.59)	(\$98,285.59)
Final Contract Amount:	\$5,840.00	\$24,876.00	\$998,853.61	\$1,029,569.61
Previously Paid:	(\$5,840.00)	(\$24,876.00)	(\$948,910.92)	(\$979,626.92)
Final Retainage Payment Due:	\$0.00	\$0.00	\$49,942.69	\$49,942.69

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR APPLIED LEARNING ACADEMY RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Applied Learning Academy Renovations with the following schedule of events:

First Advertisement	August 15, 2023
Second Advertisement	August 22, 2023
Pre-Proposal Conference	August 22, 2023
Deadline for Questions	August 25, 2023
Deadline to Receive Qualifications	September 05, 2023
Issue Step 2 to Short List (Schedule Interviews)	September 14, 2023
Receive Step 2	September 19, 2023
Interview Firms on Short List; Rank Submissions	September 28, 2023
Board Approval of CMAR Firm	October 24, 2023

The District received 3 Statements of Qualifications from the following Firms:

1. McGough Construction + Post L Construction JV*
2. Phillips/May Corporation*
3. SFP2 JV*

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top three (3) firms were selected to move on to the Step II process:

1. McGough Construction + Post L Construction JV*
2. Phillips/May Corporation*
3. SFP2 JV*

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where all firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (“Proposals”). All three (3) of the invited firms submitted a response to Step II. As a result of the interview and specific project evaluation criteria,

including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. McGough Construction + Post L Construction JV*
2. SFP2 JV*
3. Phillips/May Corporation*

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Applied Learning Academy Renovations In Conjunction With The 2021 Capital Improvement Program
2. Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Applied Learning Academy Renovations In Conjunction With The 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Applied Learning Academy Renovations In Conjunction With The 2021 Capital Improvement Program.

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-B39-055-99-000-055201

COST:

Not-to-Exceed - \$34,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-006

Number of Bid/Proposals Received: 3

Number of Compliant Bid/Proposals Received: 3

Joint Venture Firms: 2

HUB Firms: 3

**Denotes a HUB Firm*

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program

Applied Learning Academy

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent District Operations

**CONSENT AGENDA ITEM
BOARD MEETING
October 24, 2023**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR ROSEMONT MIDDLE SCHOOL RENOVATIONS (RFQ #24-007) IN CONJUNCTION WITH THE 2021 CAPITAL | IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, the District issued a Request for Qualifications (RFQ) to select, via the two-step process, a Construction Manager-at-Risk (“CMAR”) firm for the Rosemont Middle School Renovation project with the following schedule of events:

First Advertisement	August 15, 2023
Second Advertisement	August 22, 2023
Pre-Proposal Conference	August 22, 2023
Deadline for Questions	August 25, 2023
Deadline to Receive Qualifications	September 05, 2023
Issue Step 2 to Short List (Schedule Interviews)	September 14, 2023
Receive Step 2	September 19, 2023
Interview Firms on Short List; Rank Submissions	September 21, 2023
Board Approval of CMAR Firm	October 24, 2023

The District received 4 Statements of Qualifications from the following Firms:

1. Cadence McShane + Morales Construction JV*
2. McGough Construction Co., LLC
3. Reeder General Contractors + Summit JV*
4. Sedalco + Post L Construction JV*

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top three (3) firms were selected to move on to the Step II process:

1. Cadence McShane + Morales Construction JV*
2. Reeder General Contractors + Summit JV*
3. Sedalco + Post L Construction JV*

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where the three (3) top-ranked firms from Step I were invited to an interview and requested to provide a base fee, general conditions and pre-construction fee proposal (“Proposals”). All three

(3) of the invited firms submitted a response to Step II. As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Reeder General Contractors + Summit JV*
2. Sedalco + Post L JV*
3. Cadence McShane + Morales Construction JV*

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Rosemont Middle School Renovations (RFQ# 24-007) In Conjunction With The 2021 Capital Improvement Program
2. Decline to Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Rosemont Middle School Renovations (RFQ# 24-007) In Conjunction With The 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization To Negotiate and Enter Into A Contract With A Construction Manager At Risk For Pre-Construction Services For Rosemont Middle School Renovations (RFQ# 24-007) In Conjunction With The 2021 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2021 661-81-6629-B39-057-99-000-057201

COST:

Not-to-Exceed - \$50,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Bid/RFP/RFQ

Bid/Proposal Statistics

Bid Number: 24-007

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 3

HUB Firms: 3

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program

Rosemont Middle School

RATIONALE:

In accordance with Board Policy CV(LOCAL), the Superintendent selected the construction manager at risk as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent District Operations

**ACTION AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: APPROVE PURCHASE OF MUSICAL INSTRUMENTS FOR THE
SECONDARY INSTRUMENTAL MUSIC PROGRAMS**

BACKGROUND:

The purchase of musical instruments for all secondary campus instrumental music programs will include Band, Mariachi, and Orchestra. The District needs to annually replace a portion of the instruments as they age and become unusable, as well as provide additional instruments for students currently sharing with other students. The quality and consistency of each instrument is very important for student growth. Visual & Performing Arts reviewed the current inventory, verified the condition and quantities, and surveyed faculty and Instrumental Music Specialists for input on the specific needs of each campus and program. The recommended purchase is included in the supporting document.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Musical Instruments for the Secondary Instrumental Music Programs
2. Decline to Approve Purchase of Musical Instruments for the Secondary Instrumental Music Programs
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Musical Instruments for the Secondary Instrumental Music Programs

FUNDING SOURCES: *Additional Details*

ESSER	282-11-6397-058-XXX-24-950-000150-22F32.....	\$1,010,663.07
TRE	198-11-6397-058-XXX-11-150-000000.....	\$162,997.60

COST:

\$1,173,660.67

VENDORS:

Alamo Music Company - \$113,117.87
Dallas Strings – \$124,640.00

Delgado Guitars - \$9,934.00
H and H Music Company - \$150,248.00
Houghton Horns - \$41,517.00
Midwest Music Imports - \$13,552.00
Music and Arts - \$8,257.00
Tempest Musical Instruments - \$412,035.00
Washington Music - \$300,359.80

PURCHASING MECHANISM:

Competitive Solicitation

Bid Statistics

Bid Number: 23-117
Number of Bid/Proposals received: 18
HUB Firms: 0
Compliant Bids: 18

The above solicitation has been evaluated in accordance with the Texas Education Code Section 44.031(b). All firms responding to this solicitation have been qualified to provide services per the proposal's specifications. The vendors listed above have been selected to support this purchase. This purchase is EDGAR compliant.

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

All Secondary FWISD Instrumental Music Programs for Band, Mariachi, and Orchestra

RATIONALE:

Replenishment of aging instruments and additional instruments is needed for students currently sharing with other students in the instrumental music programs.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent of Learning and Leading- Network #2

ACTION AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE ADDITIONAL ELEVATOR AND WHEELCHAIR LIFT PARTS AND CONTACTED SERVICES**

BACKGROUND:

On June 27, 2023, the Board approved District Operations to utilize vendors, awarded through competitive solicitation, to purchase elevator and wheelchair lift installations, repairs, and preventative maintenance, across the District. The Department is requesting an additional Not-to-Exceed amount of \$500,000.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Elevator and Wheelchair Lift Parts and Contracted Services
2. Decline to Approve Additional Elevator and Wheelchair Lift Parts and Contracted Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Elevator and Wheelchair Lift Parts and Contracted Services

FUNDING SOURCES: **Additional Details**

General Fund Department and Campus Budgets as Determined
TRE

COST:

\$500,000 Additional, Not-to-Exceed \$960,000
(\$460,000 Approved on June 27, 2023)

VENDORS:

American Elevator
Genesis Elevator
K&M Elevator
Prestige Elevator
SW Elevators

PURCHASING MECHANISM:

Competitive Solicitation

FWISD RFP #23-072

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations
All Schools and Facilities

RATIONALE:

Approving the additional not-to-exceed amount for elevator and lift parts and services will allow the District to maintain equipment functionality during the 2023-2024 fiscal year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**ACTION AGENDA ITEM
BOARD MEETING
October 24, 2023**

**TOPIC: **APPROVE ADDITIONAL PURCHASE OF HEATING, VENTILATION,
AND AIR CONDITIONING EQUIPMENT AND SERVICES****

BACKGROUND:

On June 27, 2023, the Board approved District Operations to utilize vendors, awarded through Purchasing cooperatives, to purchase heating, ventilation, and air conditioning (HVAC) parts, equipment and services as needed across the District. The repairs needed for HVAC rooftop units exceeds the workload supported by internal staff. The recommendation to meet the repair demands is to leverage contracted services through three (3) additional vendors. The additional Not-to-Exceed amount of \$200,000 will be paid using ESSER Funds.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Additional Purchase of Heating, Ventilation, and Air Conditioning Equipment and Services
2. Decline to Approve Additional Purchase of Heating, Ventilation, and Air Conditioning Equipment and Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Additional Purchase of Heating, Ventilation, and Air Conditioning Equipment and Services

FUNDING SOURCES: *Additional Details*

General Fund	Department and Campus Budgets as Determined
TRE	
ESSER	

COST:

\$200,000 Additional, Not-to-Exceed \$1,200,000
(*\$1,000,000 Approved on June 27, 2023*)

VENDORS:

Carrier Enterprise – *BuyBoard #631-20, #657-21, RFP #22-136B*
Fissco Supply – *BuyBoard #631-20, BuyBoard #657-21*
Texas Air Systems Inc – *TIPS #200201, #22010601, #22010602, RFP #22-136*
Facility Response Group – *RFP #22-136B*
AMS of Texas – *RFP #22-136B*
Preferred Mechanical Group – *RFP #22-136B*

(RFP - Request for Proposal)

PURCHASING MECHANISM:

Cooperative Agreement

Purchasing Support Documents Needed:

Cooperative - Contract and Quote

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

District Operations
All Schools and Facilities

RATIONALE:

Approving the additional not-to-exceed amount for HVAC repairs and services will support the District Operations response to necessary, and oftentimes, emergent repair needs for the 2023-2024 school year.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

ACTION AGENDA ITEM
BOARD MEETING
October 24, 2023

TOPIC: **APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOB ORDER CONTRACTING (JOC) SERVICES FOR THE POLYTECHNIC HIGH SCHOOL BETTERMENT RENOVATIONS PROJECT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On November 13, 2018, the Board of Education authorized entering into contract for Job Order Contracting (JOC) services. “Job Order Contracting Services for the 2017 Capital Improvement Program (CSP 19-004).”

The pool of remaining approved firms resulting from the original CSP were contacted and requested to provide a proposal for the Polytech High School Betterment Renovations Project.

The District received four (4) proposals from the following firms in ranked order:

1. SDB Contracting Services*
2. Phillips/May Corporation*
3. Big Sky – T&J JV*
4. Reeder General Contractors

Should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or the contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) for the Polytech High School in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) for the Polytech High School in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Contract for Job Order Contracting Services (JOC) for the Polytech High School in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: *Additional Details*

CIP 2017	671-81-6629-J41-009-99-000-009503.....	\$1,895,000
	671-81-6629-C41-009-99-000-009503.....	\$105,000

COST:

\$2,500,000

VENDOR:

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Purchasing Support Documents Needed:

Solicitation - Bid Summary / Evaluation

PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:

Capital Improvement Program
Polytech High School

RATIONALE:

In accordance with Board Policy CV(LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent District Operations